

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 416116

This stamp paper forms an integral part of the Service Provider Agreement dated December 31, 2024 entered into by and among the Regaal Resources Limited and Concept Communication Limited.

225669



NO. **Regal Resource Ltd.**
Address **D2/2, Block-EG & GP, Sector-V**
Salt Lake, Kolkata-91

Rs.

Date.

24 DEC 2024

24 DEC 2024

SIPRA DEY

Licence No. **18A**

Code **1070**

V. N. B. Road, Kolkata-700 001

225660



Regaal Resource Ltd.

D2/2, Block-EG & GP, Sector-V

Salt Lake, Kolkata-91

Address.....

Rs..... 24 DEC 2024

Date.....

SIPRA REY

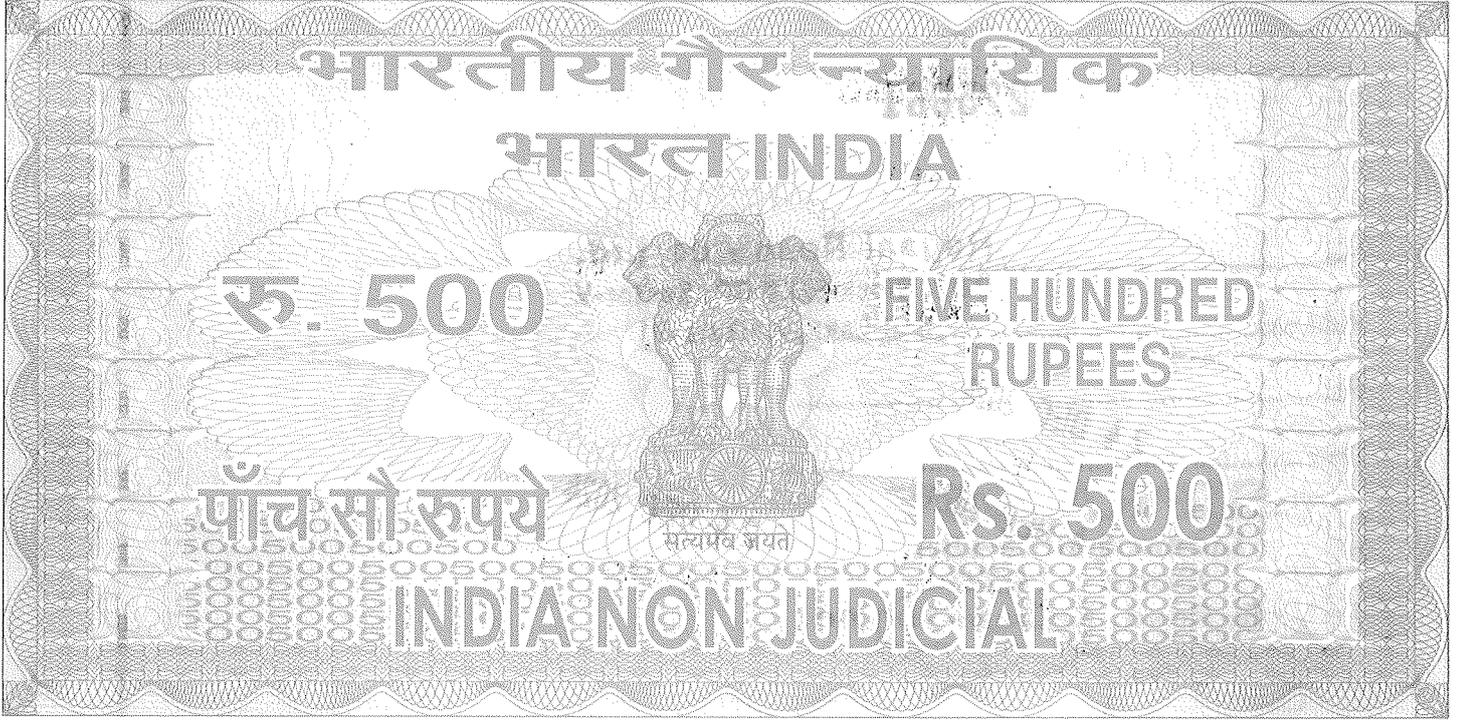
Licence : 78A

Code : 1070

1070, S Road, Kolkata-700 001

24 DEC 2024

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 416124

This stamp paper forms an integral part of the Service provider Agreement dated December 31'2024 entered into by and among the Regaal Resources Limited and Concept Communication Limited.

225661



No. **Regaal Resource Ltd.**
Address **D2/2, Block-EG & GP, Sector-V**
Salt Lake, Kolkata-91

Rs.

Date.

24 DEC 2024

SIPRA DEY

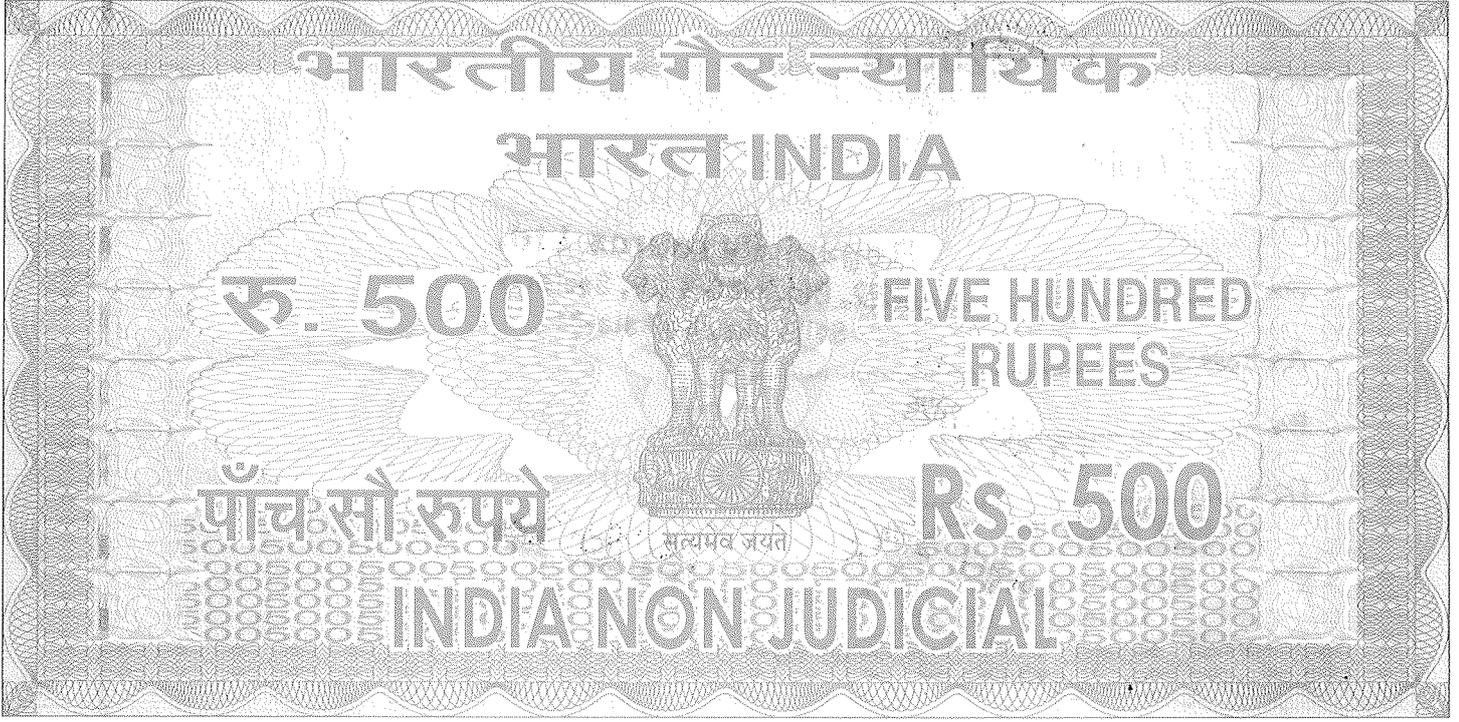
Licence No. : 18A

Code : 1070

1 N S Road, Kolkata-700 no.

24 DEC 2024

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

P 416119

This stamp paper forms an integral part of the Service provider Agreement dated December 31'2024 entered into by and among the Regent Resource Limited and Concept Communication Limited.

225666



Regaal Resource Ltd.

No. SOI B2/2, Block-EG & GP, Sector-V
Address Salt Lake, Kolkata-91

Rs. 24 DEC 2024

Date

SIPRA DAY

Licence No.: 18A

Code : 1070

1, N.S. Road, Kolkata-700 001

24 DEC 2024

SERVICE PROVIDER AGREEMENT

DATED DECEMBER 31ST, 2024

BETWEEN

REGAAL RESOURCES LIMITED

AND

CONCEPT COMMUNICATION LIMITED

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION	4
2. OBJECTIVES.....	5
3. SCOPE OF SERVICES.....	6
4. SERVICING TEAM	13
5. COMMERCIAL TERMS	13
6. TERM OF AGREEMENT	14
7. TERMINATION	15
8. CONFIDENTIALITY	15
9. LIMITATION OF BOOK RUNNING LEAD MANAGER OBLIGATIONS	16
10. INDEMNITY	17
11. GOVERNING LAW	18
12. SETTLEMENT OF DISPUTES	18
13. WAIVER	19
14. BINDING EFFECT, ENTIRE UNDERSTANDING	19
15. REPRESENTATIONS.....	19
16. SURVIVAL	20
17. SEVERABILITY	20
18. MISCELLANEOUS:	20
SCHEDULE I DEFINITIONS	25
SCHEDULE II INTERPRETATION	30
SCHEDULE III	31
SCHEDULE IV	32
Annexure I	35
SCHEDULE V	36

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (hereinafter referred to as the “**Agreement**”, which term will include the recitals, annexures and schedules to this Agreement) is made at Kolkata, India and entered into on this 31st day of December, 2024 and shall come into effect on even date (hereinafter referred to as the “**Effective Date**”) entered by and between:

REGAAL RESOURCES LIMITED, a company incorporated under the Companies Act, 1956 with corporate identification number U15100WB2012PLC171600 and having its registered office at 6th Floor, D2/2, Block-EP & GP, Sector -V, Kolkata - 700091, West Bengal, India (hereinafter referred to as the **Company**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

CONCEPT COMMUNICATION LIMITED, a company incorporated under laws of India (CIN: U74300MH1987PLC042964) and having its registered office at Queen's Mansion, Ground Floor, Prescott Road, Fort, Mumbai – 400 001, Maharashtra, India (hereinafter referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

In this Agreement, the Company and the Service Provider are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Company and the Selling Shareholders are proposing to make an initial public offering of equity shares of face value of ₹ 5 each (“**Equity Shares**”) through a fresh issue of Equity Shares by the Company aggregating up to ₹ 1,900.00 million (**Fresh Issue**) and an offer for sale of Equity Shares by the Selling Shareholders aggregating up to 90,00,000 Equity Shares (such Equity Shares, the **Offered Shares** and such offer for sale, the **Offer for Sale**), in accordance with the Companies Act, 2013 along with the relevant rules framed thereunder (Companies Act), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (SEBI ICDR Regulations) and other applicable law, each as amended, (such Fresh Issue together with the Offer for Sale, the Offer), at such price as may be determined, through the Book Building Process, as prescribed in Part A of Schedule XIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (“**SEBI ICDR Regulations**”), at such price discovered through the Book Building Process and as agreed to by the Company in consultation with the Book Running Lead Manager (“**Offer Price**”) (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations; and (ii) outside the United States and India, to certain institutional and other eligible foreign investors in reliance on Regulation S under the United States Securities Act of 1933, as amended (“**U.S. Securities Act**”) and the Applicable Law of the jurisdictions where the Equity Shares may be offered or sold (“**Offer**”). The Offer may also include allocation of Equity Shares to certain Anchor Investors in consultation with the Book Running Lead Manager, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Company has appointed Pantomath

Capital Advisors Private Limited and Sumedha Fiscal Services Limited as the book running lead managers (“**BRLMs**”) to manage the Offer.

- B. The board of directors of the Company (“**Board**”) pursuant to a resolution dated December 24th, 2024, has approved the Offer (“**Board Resolution**”). The Fresh Issue has been approved and authorized by a special resolution adopted pursuant to Section 62(1)(c) and other applicable provisions of the Companies Act, 2013 (Companies Act) at the extraordinary general meeting of the shareholders of the Company held on December 25th 2024 (“**Special Resolution**”).
- C. Each of the Selling Shareholders have, severally and not jointly, through their following consent letters, as applicable have consented to participate in the Offer for Sale of the following number of Equity Shares held by them (“**Offered Shares**”):

Sr. No.	Name of Selling Shareholder	Date of Consent Letter	Offered Shares
1.	Anil Kishorepuria	December 23, 2024	3,095,440
2.	Shruti Kishorepuria	December 23, 2024	1,800,000
3.	BFL Private Limited	December 23, 2024	2,532,300
4.	SRM Private Limited	December 23, 2024	1,572,260

- D. The Company proposes to appoint the Service Provider to provide advertising, public relations, and media services in relation to the Offer, and the Service Provider has consented to provide its professional services to the Company in respect of the Offer on the terms set out in this Agreement. The Parties are now desirous of setting forth in detail and recording their business understanding, their respective rights, duties and obligations, and other matters incidental thereto in this Agreement.
- E. The Parties acknowledge that the services proposed to be rendered by the Service Provider, amongst other things, are required to be in consonance with the relevant provisions of the Companies Act, SEBI ICDR Regulations and other applicable laws.
- F. Accordingly, the Parties have agreed to inter alia record the terms and conditions mutually agreed upon between them as appearing hereinafter in relation to rendering of the proposed services by the Service Provider to the Company.

NOW THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

Unless the contrary intention appears and / or the context otherwise requires, the definitions set out in **Schedule I** shall apply throughout this Agreement. Capitalised words used in this Service Provider Agreement (including the recitals above) have been defined at the place they are first used and are collated at **Schedule I (Defined Terms)**. Capitalised words used but not expressly defined in this Agreement bear the meaning assigned to them in the Draft Red Herring Prospectus, the Red Herring Prospectus, and the Prospectus, as the context requires. In the event of any inconsistencies or discrepancies between the Service Provider Agreement and the Offer Documents, the definitions

used in the Offer Documents shall prevail. The interpretation and/ or construction of this Agreement shall be in accordance with the rules of interpretation set out in **Schedule II**.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

2. OBJECTIVES

The Service Provider through a public relations and advertising programme designed for the Company will achieve the following objectives, in a manner which is compliant with the requirements of the SEBI ICDR Regulations, Companies Act, all other applicable laws and the Publicity Memorandum:

- 2.1. To create a distinct corporate identity for the Company based on its desired positioning, vision, size, achievements, competencies, performance and growth potential amongst investors, intermediaries and opinion influencers in accordance with the SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum;
- 2.2. To create awareness, interest and anticipation amongst investors about the Offer in accordance with SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum, through endorsement from the relevant media, intermediaries and opinion influencers;
- 2.3. To help accentuate the management team's profile as thought leaders and domain experts through appropriate profiling the media;
- 2.4. To assist the Company in consultation with BRLMs managing media relations with respect to the Offer, including the dissemination of Advertisements and Publicity Material, and tracking media reports in relation to the Offer, as applicable, during the Applicable Period including, monitoring and reporting of Advertisements and news of any other matter relating to the Company and the Offer in media, till the date on which the Equity Shares of the Company are listed on the Stock Exchanges in a manner which is compliant with the requirements of the SEBI ICDR Regulations, Companies Act, 2013, other applicable laws and the Publicity Memorandum;
- 2.5. To coordinate with the BRLMs and the legal counsel to the Offer for prior approval of all communications and publicity materials issued during the Applicable Period in compliance with the SEBI ICDR Regulations and other applicable laws. The release of the Advertisements shall be as per the plan approved by the Company in consultation with the BRLMs;
- 2.6. To assist the Company in creating collaterals needed for effective and efficient communication with key stakeholders;
- 2.7. To formulate and present to the Company and BRLMs, the overall advertisement plan for the Offer (which shall include the pre-Offer image building campaign, statutory Advertisements, Offer-related Advertisements) in line with media plan along with the timing, frequency, size and publication details and launching a corporate campaign, if required, in the print, outdoor, radio, television, other electronic (including, but not limited to, online) media, and any other medium as advised by the Company and the BRLMs in accordance with the SEBI ICDR Regulations, Companies Act, and other applicable laws;

- 2.8. To coordinate with the Company, the BRLMs and legal counsel to the Offer for their prior approval of all communications / Publicity Material issued during the Applicable Period. The release of the Advertisements shall be as per the plan approved by the Company; and
- 2.9. To assist the Company in managing crisis situations, if any, during the course of and in relation to the Offer.

3. SCOPE OF SERVICES

The Service Provider's scope of service shall include, but not be limited to, the following:

3.1. Public relations

- 3.1.1. The Service Provider shall be responsible for (i) carrying out public relation activities and advertising services related to the Offer and (ii) any other matter relating to the Company, subject to discretion of the Company, in accordance with this Agreement.
- 3.1.2. The Service Provider will furnish the Company, inter alia, the following services with the objective of building the corporate image of the company and marketing the Offer, (i) research analysis; (ii) strategic planning; (iii) creative and designing; (iv) media planning and placement; (v) print and production; (vi) corporate public relations; (vii) issue public relations; (viii) roadshow management; (ix) media monitoring/tracking for the company; and (x) crisis management, if any.
- 3.1.3. **Communication Audit:** The Service Provider will conduct a communication audit prior to the development of the communication strategy and plan. The audit would include management briefings, secondary research on the sector and a perception study amongst media correspondents covering the sector, analysts and brokers. The Service Provider will also conduct a messaging workshop with all the stakeholders relating to this Offer to arrive at the required messaging and communication for the Offer. The audit results would be used for developing communication strategies and plans. The Service Provider shall make available such audit report to the Company.
- 3.1.4. The Service Provider shall prepare and develop all material, including editorial in all the required languages across all forms of communication channels including media, banners, hoardings, television commercials, backgrounders, back drops, press releases and all forms of Offer analysis, Advertisements and Offer Advertisements consistent with the Offer Documents, the SEBI ICDR Regulations, Companies Act, 2013, other applicable laws and the Publicity Memorandum governing such communications, in consultation with the Company, the BRLMs, and legal counsel to the Offer.
- 3.1.5. The Service Provider shall advise on all aspects of corporate and Offer related communications and be responsible for managing and executing the same in accordance with the guidelines and restrictions for publicity and Publicity Materials as provided in the SEBI ICDR Regulations, Companies Act, 2013 and the Publicity Memorandum and provide for review to the legal counsel to the Offer, all aspects

of corporate and Offer related communications, including weekly monitoring the content until listing and trading of the Equity Shares on the Stock Exchanges.

- 3.1.6. The Service Provider shall report any supplementary information that may be added to the Offer Documents at a later stage. The Service Provider shall be responsible for preparing and issuing any notices, addenda, corrigenda and/or Advertisements in connection with any supplementary information that may be added to the Offer Documents at a later stage, contents of which will be provided by the Company, in consultation with the BRLMs and the legal counsel appointed in relation to the Offer.
- 3.1.7. The Service Provider shall manage media relations with all categories of media, relevant to the marketing of the Offer, including the dissemination of Advertisements and press materials, as applicable, during the Applicable Period.
- 3.1.8. The Service Provider shall be responsible for management of domestic road-shows (physical and virtual) and one on one interaction for media, brokers, analysts, influencers and decision makers as per plans developed in consultation with the BRLMs and the Company. The communication to the invitees for various road-shows shall be in compliance with the requirements of the SEBI ICDR Regulations, Companies Act, 2013 all other applicable laws and the Publicity Memorandum.
- 3.1.9. The Service Provider shall organize one-on-one management briefings for analysts from key media so that the Company's perspective is well understood by the media.
- 3.1.10. The Service Provider shall be responsible for the management of all Advertisements and Company related statutory and formal announcements, and timely placement and dissemination of all Publicity Material in relation to the Offer, in consultation with the Company and the BRLMs, including announcement of the filing of the DRHP, announcement of the clearance of the Red Herring Prospectus from the Registrar of Companies, statutory advertisements as prescribed under the Companies Act, the SEBI ICDR Regulations, and other applicable laws, including but not limited to the Offer opening advertisement, Offer closing advertisement (for the QIB Bidders and all Bidders other than QIB Bidders), public notices/ addenda/ corrigenda if any, announcement of price band, announcement of Offer Price and basis of allotment advertisement among others.
- 3.1.11. The Service Provider shall be responsible for management of relevant 'business as usual' announcements during the Applicable Period consistent with past practices in accordance with the SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum.
- 3.1.12. The Service Provider shall assist the Company in managing crisis situations related to the Offer, if any.
- 3.1.13. The Service Provider agrees that for compliance with the SEBI ICDR Regulations, and other applicable laws in relation to the Offer, it shall provide to the Company, the BRLMs and legal counsel to the Offer, soft copies of all the news or media reports in relation to the Company in (i) all editions of the Statutory Newspapers

or such other newspapers as decided by the Company, in consultation with the BRLMs, and as recommended by the Service Provider at a later stage in terms of the requirements of the Companies Act and the SEBI ICDR Regulations, or (ii) print and electronic media in any form including, but not limited to, those controlled by a media group where the media group has a private treaty/ shareholders' agreement with the Company or the Promoters of the Company as contained in **Schedule III**, as applicable, (a) on weekly basis from the Effective Date till the Equity Shares of the Company offered under the Offer commence trading on the Stock Exchanges and for the period from the date of filing of the Draft Red Herring Prospectus with SEBI to the date of closure of the Offer (as specified below), and (b) on a daily basis on all days from the date of filing of the Draft Red Herring Prospectus until the commencement of trading of the Equity Shares ("**Reporting Period**"). The Company shall promptly provide details to be included in **Schedule III** and promptly provide details of any change or update in information contained in **Schedule III** to the BRLMs and the Service Provider.

- 3.1.14. The Service Provider shall bring to the notice of the Company, the BRLMs and the legal counsel to the Offer, any misreporting, adverse or negative reporting in any media, relating to the Company, or the Offer and any reporting not supported by disclosures in the Offer Documents (together, "**Adverse Reporting**"), immediately upon becoming aware of such Adverse Reporting, and shall assist the Company and the BRLMs in taking appropriate steps in relation to any such Adverse Reporting (as may be informed by the Company or the BRLMs to the Service Provider).
- 3.1.15. The Service Provider shall prepare and provide the media publicity calendar to the Company.
- 3.1.16. The Service Provider shall provide a statement on a weekly basis by way of e-mails or otherwise, in the format of **Schedule IV**, to the extent applicable, attached hereto to the BRLMs and the legal counsel to the Offer (with a copy to the Company). The Service Provider shall additionally submit a monthly compilation with an executive summary at the end of every month and a soft copy as well as hard bound compilation of all the reports at the closure of the Offer or upon specific request by the Company and the BRLMs at any time during the term of this Agreement. Upon closure of the Offer, the Service Provider shall provide a statement in the format set out in **Schedule IV** attached hereto to the BRLMs, with respect to its obligations as mentioned in Clause 3.2.13 and Clause 3.2.14 above.
- 3.1.17. Arranging media presence and coverage of the events of the Company in relation to the Offer in the print, electronic media (television, radio, internet through blog or otherwise, banner or otherwise).
- 3.1.18. The Service Provider shall track media coverage related to the Company on a day-to-day basis on all working days during the Reporting Period and provide copies of such media coverage to the Company and the BRLMs during such period. For media coverage related to the Company being published and/ or disseminated on days other than the working days, the Service Provider shall track and provide information about the same on the next working day to the BRLMs to facilitate their filing of compliance report in the format specified in Part E of Schedule X of the SEBI ICDR Regulations.

- 3.1.19. The Service Provider shall coordinate with the Company, the BRLMs and the legal counsel to the Offer for approvals on all communications issued during the Applicable Period.
- 3.1.20. The Service Provider agrees that as a condition to the release of each and every written communication issued by the Company and its Affiliates, including but not limited to Publicity Material and/ or Offer Advertisements issued by the Company and/ or any Company Representative, during the term of this Agreement, the Service Provide shall obtain prior written consent from the BRLMs and the legal counsel to the Offer.
- 3.1.21. The Service Provider shall provide event management and media support for the listing ceremony of the Company.
- 3.1.22. The Service Provider shall co-ordinate and facilitate visits of key journalists and guests to the Company's facility(ies) on behalf of the Company.
- 3.1.23. The Service Provider shall conduct media training workshops consisting of mock interviews for assisting the management for media interactions by the Company, in accordance with applicable laws.
- 3.1.24. The Service Provider shall initiate relationship meetings with relevant media journalists and facilitate interactions in appropriate corporate and management profiling stories.
- 3.1.25. The Service Provider will be responsible for preparing and issuing any corrigenda and/or advertisements in connection with any supplementary information that may be added to the Offer Documents, contents of which will be provided by the Company, the BRLMs and legal counsel to the Offer.
- 3.1.26. The Service Provider will assist with any other communication and activity as advised by the Company and the BRLMs provided that such communication and activity is in compliance with the SEBI ICDR Regulations, the Companies Act and any other applicable law.

3.2. Advertising related services related to the Offer

The Service Provider undertakes and agrees as follows and shall in each case, comply with such obligations in a manner which is compliant with the requirements of the SEBI ICDR Regulations, the Companies Act, all other applicable laws and the Publicity Memorandum:

- 3.2.1. The Service Provider hereby acknowledges that they are aware of the requirements specified under Regulation 42 in Chapter II read with Schedule IX of the SEBI ICDR Regulations, and the Companies Act, and agrees to assist the Company in all aspects of corporate and Offer related Publicity Material and Offer Advertisements in accordance with the guidelines and restrictions for publicity provided under Regulation 42 in Chapter II read with Schedule IX of the SEBI ICDR Regulations, the Companies Act, 2013, other applicable laws and the Publicity Memorandum. The Service Provider shall develop, place and distribute

all Publicity Material as prescribed under applicable laws and after obtaining approvals from the Company, BRLMs and the legal counsel to the Offer of such Advertisements (before releasing such Advertisements). Such Advertisements must be prepared and completed within the schedule prepared by the Company and the BRLMs.

- 3.2.2. The Service Provider shall develop all advertising materials to promote the Offer using tombstone formats accepted for such advertising post written approval from Company. The Offer advertising campaign will comprise print, television, outdoor, radio and other medium as advised by the Company and the BRLMs.
- 3.2.3. The Service Provider shall develop media plans that meet the campaign objectives in terms of reach.
- 3.2.4. The Service Provider will assist the Company in managing media relations in relation to the Offer, including the dissemination of Publicity Material during the Applicable Period.
- 3.2.5. The Service Provider would distribute any Advertisement (including Offer Advertisements) and/or Publicity Material relating to the Company and/ or the Offer, only after the content of such communication has been approved by the Company, the BRLMs and the legal counsel to the Offer, and the release is authorized by the Company and the BRLMs.
- 3.2.6. The Service Provider will prepare, develop and place various Offer Advertisements and other Publicity Material *inter alia* including all statutory Advertisements in connection with the Offer and public notices, addenda and corrigenda, in a timely manner and submit them to the Company, the BRLMs and the legal counsel to the Offer for their approval, and undertake to release such Company Advertisements and/ or Publicity Material, as applicable, only after approval of the Company, the BRLMs and their respective legal counsel have been received for the Offer Advertisement, Publicity Material, the media plan and the release schedule.
- 3.2.7. The Service Provider undertakes to release the approved Offer Advertisements and Publicity Material as per the media plan and release schedule only after the approval of the Company and the BRLMs, in accordance with the SEBI ICDR Regulations, the Companies Act, 2013, other applicable laws and the Publicity Memorandum.
- 3.2.8. The Service Provider undertakes and represents to the Company and the BRLMs that they would adhere to all the requirements as provided in the SEBI ICDR Regulations (including, in particular, Regulation 42 read with Schedule IX of the SEBI ICDR Regulation), other applicable laws and the Publicity Memorandum relating to Advertisements, Offer Advertisements and Publicity Material prepared or issued by the Service Provider and shall not directly or indirectly induce others to carry out in any manner the publicity which may be restricted under the SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum.
- 3.2.9. The Service Provider represents that the BRLMs can rely on its confirmation, as provided in the format specified in **Schedule IV**, to the extent relevant and

applicable, for providing compliance certificate in connection with press releases, Offer Advertisements and/ or Publicity Material to SEBI in this regard.

- 3.2.10. The Service Provider represents that the amendments or corrections (including in Publicity Materials) proposed by the BRLMs and the legal counsel to the Offer will be incorporated in letter and spirit.
- 3.2.11. The Service Provider will assist the Company in management of all domestic road-shows, if any for media, brokers and analysts as per plans developed in consultation with the BRLMs and the Company, and will be responsible for organizing one-on-one management briefings for the Offer analysts, influencers and decision makers from key media so that the Company's perspective is understood by the media.
- 3.2.12. The Service Provider will assist the Company in connection with the management of all formal announcements and Offer Advertisements in consultation with the Company and the BRLMs, including Advertisements on filing of the DRHP, announcement of Registrar of Companies' clearance, statutory Advertisements as prescribed under the Companies Act and the SEBI ICDR Regulations, including but not limited to the announcement of the Offer opening Advertisement, Offer closing Advertisement, public notices/ addenda/ corrigenda if any, announcement of price band, announcement of the Offer Price and basis of allotment Advertisement.
- 3.2.13. The Service Provider will be responsible for preparing and issuing any public notices, addenda, corrigenda and/ or Advertisement in connection with any supplementary information that may be added to the Offer Documents at a later stage. The Service Provider will obtain prior approval of the Company, the BRLMs and the legal counsel to the Offer before issuing such public notices, addenda, corrigenda and/or Advertisement.
- 3.2.14. The Service Provider will write and develop all editorial material including press releases, Offer analysis, etc., in accordance with the provisions of the SEBI ICDR Regulations, other applicable laws governing such Publicity Material and the Publicity Memorandum, for the Company.
- 3.2.15. The Service Provider expressly agrees that it will create and maintain a backup of media/ press releases of the Company from the date of execution of this Agreement until the end of the Applicable Period.
- 3.2.16. The Service Provider will negotiate with the media for best possible rates for the advertising campaigns. All rate benefits offered by the media will be passed on to the Company in line with the commercial terms as detailed in Clause 5 of this Agreement.
- 3.2.17. Upon receipt of media release rates/ instructions and prior approval from the Company, the Service Provider will buy advertising time, space and material on the Company's behalf. The Company will honor the Service Provider's commitments arising out of any such contracts or agreements entered into by the Service Provider on the Company's behalf. Cancellations or revisions requested

for by the Company in writing will be subject to the terms and conditions mentioned in this Agreement and the Engagement Letter (as defined below.).

3.2.18. The Advertisements will be released by the Service Provider based on media plans and cost estimates approved by the Company.

3.2.19. The Service Provider shall provide all incidental and ancillary services for or in connection with achieving the objectives set out in Clause 2 (Objectives) and with its scope of services set out in Clause 3 (Scope of Services) hereto.

3.2.20. Any other activity as may be advised by the Company or the BRLMs related to the Offer.

3.3. **Investor relations/ Broker relations**

The Service Provider shall be responsible for:

- a. Carrying out investor/broker relation activities related to the Offer;
- b. Identification of relevant brokers/ analyst for purpose of the Offer and monitor their research reports relevant to the Company;
- c. Facilitating site visits of key brokers/analysts on behalf of the Company;
- d. Conducting workshop for assisting the management for broker/analysts interactions by the Company;
- e. Providing event management and logistics support for domestic road-shows at multiple locations meant for broker and analyst on turnkey basis;
- f. Clarifying any doubts of brokers/analysts related to domestic road-show; and
- g. Preparing follow on initial public offering research note including an overall check on factual data accuracy and circulate research notes to media.

3.4. **Audiovisual Presentation**

3.4.1 The Service Provider shall assist the Company in preparing the audiovisual ("AV") presentations of disclosures made in the Offer Documents as prescribed by SEBI Circular no. SEBI/HO/CFD/CFD-TPD-1/P/CIR/2024/55 dated May 24, 2024 ("SEBI AV Circular").

3.4.2 The Service Provider shall ensure that the AV disclosures will be in compliance with the provisions regarding "Public communications and publicity materials" prescribed under Schedule IX of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the SEBI AV Circular.

3.4.3 The Service Provider shall ensure that the AV disclosures shall contain the disclosure prescribed in the SEBI AV Circular.

3.4.4 The Service Provide shall ensure that the duration of each bilingual version i.e English and Hindi of the AV disclosure shall be approximately 10 minutes.

3.4.5 The Service Provider shall ensure that the total duration of the AV disclosure shall be equitably distributed to cover material disclosures made under various sections of the DRHP and RHP viz. about the company, risk factors, capital structure, objects of the

offer, business of the issuer, promoters, management, summary of financial information, litigations, material developments and terms of the offer.

- 3.4.6 The Service Provider shall ensure that the content of the AV disclosure will be factual, non-repetitive, non-promotional and shall not be misleading in any manner. The content will be approved by the BRLMs, Legal Counsel and Company team.
- 3.4.7 The Service Provider shall assist the Company and the BRLMs in making the AV disclosure available on digital/social media platforms of the Company. The Service Provider shall assist the BRLMs to ensure that the web link of the AV disclosure shall be made available on the websites of the Stock Exchanges and the BRLMs and thereby, the AV shall be made accessible through QR code included in the Offer Documents.
- 3.4.8 The Service Provider will update the AV disclosure with information disclosed in the RHP/ Prospectus and price band advertisement including details of the Offer opening/closing date, price/ price band, and assist the BRLMs to ensure that the AV disclosure is uploaded on the date of publication of the price band advertisement.

4. SERVICING TEAM

A team from the relevant groups of the Service Provider will service the Company. The team will be led by a senior representative, who shall be responsible for coordinating all obligations of the Service Provider under this Agreement and supported by branch network and other representatives of the Service Provider. The team from the Service Provider shall be available at all times indicated to them by the Company and/ or the BRLMs for developing and finalising any Advertisements or Publicity Material.

The Service Provider shall share the entire team structure along with their individual roles and profiles with the Company and the BRLMs.

5. COMMERCIAL TERMS

- 5.1. For the scope of services mentioned in Clause 3 of this Agreement, the Service Provider will be paid professional fees, as provided under the engagement letter dated October 28, 2024 executed between the Company and the Service Provider ("**Engagement Letter**").
- 5.2. All corporate, Offer and statutory Advertisements in connection with the Offer will be developed and released by the Service Provider and the Service Provider will invoice the Company in terms of the Engagement Letter.
- 5.3. All outstation travel cost pre-approved by the Company in writing, incurred by the Service Provider for the advertising and public relations programme would be reimbursed by the Company on actuals. The Service Provider would provide supporting documents in respect of such costs.
- 5.4. All other costs, reasonably and properly incurred, by the Service Provider under this Agreement shall be reimbursed by the Company in terms of the Engagement Letter based on supporting documents of costs.
- 5.5. The Service Provider will provide approved estimates and, where applicable, voucher copies of the media and other vendors to support its own bills and debit notes. However, the supporting cannot be provided for miscellaneous costs such as stationery, STD

communications, local travels for transporting media, etc. Miscellaneous costs shall be claimed at actuals.

- 5.6. Wherever the Service Provider is required to make advance payments on behalf of the Company, the same shall be pre-approved by the Company in writing or paid by the Company in advance provided that appropriate documentary evidence of such costs is provided. These would include items like road-show costs and the cost of hiring outdoor media like billboards, television/ digital/ electronic media.
- 5.7. The payment terms shall be as provided under the Engagement Letter.

Advertising:

- (a) Print and online advertising bills will be settled within 30 (thirty) days of the last day of the release of the advertisement upon submission of proper invoice and other supporting documents. (All advertising releases will be executed through the Service Provider. The advertising related bills will be raised by the Service Provider).
- (b) Outdoor advertising, TV and radio advertising payments will be made in advance based on plans and cost estimates approved by the Company. Nonetheless, the Service Provider would be required to provide the proper invoices and other supporting documents immediately to the Company.

In case of any inconsistency between Clause 5.7 of this Agreement and the Engagement Letter, the latter shall prevail. However, other than the provisions of this Clause 5.7, all other provisions of this Agreement shall prevail in case of any inconsistency between this Agreement and the Engagement Letter.

Third Party Expenses:

- a. All third party expenses related to road-shows etc. will be paid by the service provider based on the cost estimates approved by the Company and the same will be paid by the Company on actuals on the submission of all relevant documents.
- b. It is hereby clarified that the BRLMs shall not be liable to make any payments to the Service Provider.

6. TERM OF AGREEMENT

- 6.1 The Agreement will be effective for a period beginning from the Effective Date until the commencement of listing and trading of the Equity Shares of the Company on the Stock Exchanges pursuant to the Offer and upon the completion of all services required to be performed by the Service Provider in relation to the Offer and upon finalisation of the post-Offer media compliance certificate (**Schedule IV**) as contemplated under this Agreement. It is assumed that the entire exercise would be completed within the period as agreed in the Engagement Letter. If the Offer gets delayed for any reason beyond the period agreed under the Engagement Letter, the Service Provider will be paid an additional amount as specified in the Engagement Letter.
- 6.2 If at any time during the term of this Agreement, the Service Provider becomes unable to

render services under this Agreement, it shall immediately inform the Company and the BRLMs, in writing.

7. TERMINATION

- 7.1 Either Party shall have the right to terminate this Agreement by giving the other party prior notice of 1 (one) month in writing. In case of termination of the Agreement, (i) all the unfinished jobs / assignments which have reached a material stage shall be completed by the Service Provider as may be mutually decided by all Parties, and (ii) the Service Provider shall continue performing the services as agreed to in this Agreement until the appointment of a successor service provider by Company, provided that the Service Provider will be paid fees for its services for such further period as may mutually be agreed by the Parties. Notwithstanding anything contained in this Agreement, the Company shall have the sole discretion to terminate this Agreement with or without notice, at any time, in the event the Company forms an opinion that the Service Provider is providing deficient services. In this regard, the Company shall provide sufficient opportunity to the Service Provider to be heard prior to terminating the Agreement. In such event, the Company shall not be responsible for any compensation to the Service Provider, apart from fees and costs actually incurred, with the approval of the Company.
- 7.2 Upon any such termination of the Agreement, the Service Provider shall provide all publishing materials to the Company in physical and/ or soft form, as applicable, and render all assistance, as may be required, to ensure due and proper handover of all relevant documents to any new agency appointed by the Company.

8. CONFIDENTIALITY

- 8.1. The Service Provider will treat all information in relation to the Offer, the Company, its business, or otherwise shared by the Company and the BRLMs, whether in writing or orally, as confidential and not divulge the same to anyone without their prior written consent. Further, any Confidential Information furnished to the Service Provider in tangible form shall not be duplicated by the Service Provider, other than for the purposes of this Agreement. Upon request, the Service Provider shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within 15 days from the date of receipt of such request.
- 8.2. The Service Provider shall not be liable for disclosure or use of any Confidential Information if the same is:
- 8.2.1. in the public domain, prior to receipt of such information by the Service Provider;
 - 8.2.2. rightfully and legally received from a third party;
 - 8.2.3. rightfully known to it without any limitation on use or disclosure prior to its receipt from the Company or the BRLMs;
 - 8.2.4. independently developed by the Service Provider;
 - 8.2.5. generally made available to third parties without any restriction on the disclosure;
- or

8.2.6. communicated in response to a valid order by a court or required by any governmental body or regulatory/ legal authority provided that the communicating Party has provided to the other Party whose Confidential Information is being disclosed prompt notice of any such order.

Any Confidential Information shall be considered confidential and proprietary to the Company and the Service Provider shall hold the same in confidence, shall not use such information other than for the purposes of its work with the Company, and shall not disclose, publish or otherwise reveal any of the Confidential Information received from the Company to any other party whatsoever except with the specific prior written authorisation of the Company.

The Service Provider may disclose the Confidential Information solely to its staff/ employees/ personnel strictly on a 'need to know' basis and for no other purpose whatsoever; provided that, each such staff/ employee/ personnel are bound by the nondisclosure restrictions which are substantially similar to those in this Agreement.

The Service Provider agrees that any product including but not limited to any creative, advertisements (complete or work-in-progress), banners, information, reports, studies, software (including source codes, object codes and executables), flow charts, diagrams and other tangible and intangible material of any nature whatsoever produced by or as a result of any of the services rendered hereunder shall be the sole and exclusive property of the Company except any third party rights which may be part of the deliverables or which may be the deliverables itself. In furtherance thereof, the Service Provider hereby irrevocably grants, assigns, transfers to the Company all rights, title and interest of any kind, in and to any such product produced hereunder subject to other provision stated in this clause above. The Service Provider shall not be entitled to make any use of any of the said materials except as may be expressly permitted by the Company.

Any Confidential Information furnished shall not be reproduced or duplicated by the Service Provider other than for the purpose of this Agreement. Upon the request of the Company, the Service Provider shall return all such information received in written or tangible form, including copies, or reproductions or other media containing such information, within thirty (30) days of such receipt of such request. Provided however the Service Provider may retain a copy of the information to be in compliance with its legal, regulatory or statutory obligations.

The provision of this Clause shall survive six months from the expiry /termination of this Agreement.

9. LIMITATION OF BOOK RUNNING LEAD MANAGERS OBLIGATIONS

The Parties acknowledge and agree that notwithstanding anything to the contrary in this Agreement, the BRLMs shall have the rights specified under terms of this Agreement, including in relation to the provisions of Clause 2 (Objectives), Clause 3 (Scope of Services), Clause 4 (Servicing Team), Clause 10 (Indemnity), Clause 11 (Governing Law), Clause 12 (Settlement of Disputes), Clause 15 (Representations) and Schedule V (*Letter of Indemnity issued by the Service Provider in favour of the BRLMs*) of this Agreement but shall not have any obligations (including but not limited to payment of any fees or expenses)

to the Service Provider or the Company or any other party, expressed or implied, direct or indirect, under the terms of this Agreement.

10. INDEMNITY

- 10.1. In case of breach or alleged breach of any provision of law, regulations or order of any court or regulatory judicial, quasi-judicial, governmental, statutory, administrative authority or of any of the terms and conditions mentioned in the Agreement, including its obligations to the BRLMs under this Agreement, the Service Provider shall, at its own cost and expense, indemnify, defend and hold the Company and Selling Shareholders, the BRLMs and their respective Affiliates, directors, officers, management, employees, successors, permitted assigns, advisors, agents or any other persons acting on their behalf ("**Indemnified Parties**"), free and harmless at all times, from and against any and all losses, liabilities, claims, interest, damages, actions, costs, suits, judgements, awards, penalties, proceedings and expenses, including attorney's fees and court costs arising out of or in relation to, or in connection with, a breach or alleged breach of the Service Provider's representations, warranties, or obligations, or errors or failure on the part of its subcontractors, third parties appointed by the Service Provider to perform its obligations under this Agreement and the letter of indemnity.
- 10.2. The maximum aggregate liability of the Service Provider together with its partners, Affiliates, associates or contractors towards the Company and its affiliates, directors, management or employees under this Agreement (regardless of the form of action, whether in contract, negligence or otherwise), shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under this Agreement except in the event of fraud, wilful misconduct, wilful default, bad faith and/or gross negligence by the Service Provider.
- 10.3. The Service Provider undertakes to immediately execute and deliver a letter of indemnity in favour of the BRLMs in the form attached at **Schedule V** to indemnify the BRLMs and their respective Affiliates, their respective directors, management, representatives, employees, officers, advisors, successors, permitted assigns or intermediaries of the BRLMs or any other persons acting on their behalf and/ or any other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control of such Indemnified Parties and agents free and harmless at all times from and against any and all losses, liabilities, interest, demands, damages, claims, suits, actions, awards, judgements, writs, costs, penalties, proceedings and expenses, including attorney's fees or other professional fees, and court costs arising out of or in relation to or in connection with a breach or alleged breach of the Service Provider representations, warranties, or obligations, or errors or failure on the part of its subcontractors, third parties appointed by the Service Provider to perform its obligations under this Agreement, on the day of the execution of this Agreement, including in relation to the delivery of information for the media compliance certificate to the BRLMs under Regulation 42 read with Paragraph 11 of Schedule IX of the SEBI ICDR Regulations and in accordance with the Letter of Indemnity. The Service Provider agrees that Clause 2 (Objectives), Clause 3 (Scope of Services), Clause 4 (Servicing Team), and Clause 5 (Commercial Terms) of this Agreement are incorporated in the Letter of Indemnity *mutatis mutandis*. The Service Provider acknowledges and agrees that entering into this Agreement for performing its services to the Company is sufficient consideration for the letter of indemnity.
- 10.4. This Clause 10 shall survive the expiry/ termination of the Agreement.

- 10.5. The Service Provider also undertakes and represents to the Company that it shall comply with all requirements under SEBI ICDR Regulations, the Companies Act and other applicable laws in relation to Advertisements and Publicity Material prepared by the Service Provider and that the BRLMs can rely on its confirmation for issuing a compliance certificate in connection with press releases, Offer Advertisements and/ or Publicity Material to SEBI in this regard.
- 10.6. The Company shall at its own cost and expense, indemnify, defend and hold the Service Provider, its partners, directors, employee, associates, affiliates or contractor free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs which may arise as a result of any claim, suit or proceeding brought against the Service Provider, due to any materials or publicity prepared for the Company which was approved for release in writing by the Company (excluding any breach or alleged breach by the Service Provider of any provision of law, regulations or order of any court or regulatory authority or of any of the terms and conditions mentioned in the Agreement), to the extent such losses, liabilities, claims, actions, costs and expenses are finally judicially determined by a competent court. The maximum aggregate liability of the Company together with its employees and associates (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under this Agreement.

11. GOVERNING LAW

- 11.1 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws thereunder.
- 11.2 Any claims, disputes or differences arising out of, or in connection with, this Agreement (including relating to Indemnity), shall be first referred for arbitration to be conducted in accordance with the Arbitration Act.
- 11.3 Subject to Clause 11.1, the courts of Mumbai, India shall have jurisdiction in relation to the matters pertaining hereto.

12. SETTLEMENT OF DISPUTES

The provisions of this Agreement shall be governed by and construed in accordance with Indian law. In the event of any disputes/ differences among the Parties hereto, whether before or after the termination of this Agreement, regarding the interpretation of any provision of this Agreement or regarding any claim of one Party against the other or regarding any other matter arising out of this Agreement, the Parties shall promptly and in good faith endeavour to settle the matter by mutual conciliation. In case no amicable resolution is reached within a period of 30 days, or within such extended period as the Parties may agree upon, from the date on which the dispute or difference arose, then if a claim is raised by (i) Concept Communication Limited, then Concept Communication Limited may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996; (ii) Regaal Resources Limited, then it may refer such dispute or difference to arbitration in accordance with the provisions of the with the provisions of the Arbitration and Conciliation Act, 1996 or the Master Circular bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and the relevant circulars

issued by SEBI, as applicable. Each disputing Party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator, who shall be the presiding arbitrator, within 15 days of receipt of the second arbitrator's confirmation of his/her appointment. If the presiding arbitrator is not appointed within such period, the presiding arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The arbitration award shall be final, conclusive and binding on the disputing Parties and the disputing Parties agree to be bound thereby and to act accordingly. Furthermore, the arbitration award shall be subject to enforcement in any court of competent jurisdiction. The place of arbitration shall be Mumbai, India and the language shall be English. Subject to the provisions of this Clause, the courts of Mumbai, India shall have exclusive jurisdiction in relation to any disputes arising out of the arbitration proceedings mentioned hereinabove.

13. WAIVER

No waiver of any provisions of this Agreement shall constitute a waiver of any other provisions(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

14. BINDING EFFECT, ENTIRE UNDERSTANDING

These terms and conditions will be binding on and inure to the benefit of the Parties hereto, their successors, and permitted assigns. These terms and conditions supersede and replace any and all prior contracts, other than the payment terms documented in the Engagement Letter, understandings or arrangements, whether oral or written, heretofore made between any of the Parties hereto and relating to the subject matter hereof, and as of the date hereof constitute the entire understanding of the Parties.

15. REPRESENTATIONS

- 15.1 The Service Provider hereby represents that it is not prohibited from acting as a public relations consultant or an advertising agency by any judicial, regulatory or, quasi-judicial, governmental, statutory or administrative body. Further, the Service Provider has all the requisite licenses, approvals, permissions to render its services as per the terms of this Agreement.
- 15.2 The Service Provider also undertakes to immediately, on the date of this Agreement, enter into a letter of indemnity in the format set out in SCHEDULE V, with the BRLMs, to indemnify the Lead manager for any and all losses, liabilities, claims, damages, actions, awards, judgments, costs, penalties and expenses, including attorney's fees and court costs arising out of a breach of the obligations of the Service Provider under this Agreement.
- 15.3 The Service Provider represents that the amendments or corrections (including in the Publicity Materials) proposed by the BRLMs and the legal counsel to the Offer will be incorporated in letter and spirit.
- 15.4 The Service Provider undertakes and represents that it shall comply with all requirements under the SEBI ICDR Regulations and the Companies Act, in relation to Advertisements and Publicity Material prepared by the Service Provider.

- 15.5 Neither the Service Provider nor any of its employees have engaged in or will engage in any activity, directly or indirectly, which may be construed to be misuse or unauthorized use of the Company's and/or each of the BRLMs logo, trademark, intellectual property and respective names in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the Company and/or the BRLMs as the case may be.
- 15.6 The Service Provider is a company duly and properly organized and existing according to the laws of India.
- 15.7 The work independently created by the Service Provider through its employees and consultants shall be original.
- 15.8 Neither the execution and delivery of this Agreement nor the consummation of any of the transactions contemplated hereby will violate any provision of, or be in conflict with, or constitute a default under, any agreement or commitment to which the Service Provider is a party or by which either of them is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority.
- 15.9 While providing its services, the Service Provider shall adhere to the Advertising Standards Council of India guidelines and all other applicable laws

16. SURVIVAL

Clause 8 (*Confidentiality*), Clause 9 (*Limitation of Book Running Lead Manager Obligations*), Clause 10 (*Indemnity*), Clause 11 (*Governing Law*), Clause 12 (*Settlement of Disputes*) and Clause 13 (*Representations*), Schedule V (*Letter of Indemnity issued by the Service Provider in favour of the BRLMs*) of this Agreement shall survive the termination or expiration of this Agreement.

17. SEVERABILITY

If any provision or any portion of a provision of this Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties hereto will negotiate in good faith and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties hereto the benefits of the invalid or unenforceable provision.

18. MISCELLANEOUS:

- 16.1 **Legal Relationship:** Nothing contained herein shall be deemed to create a relationship of a partnership or a principal and agent, and, the relationship of the Parties is on a principal to principal basis.
- 16.2 **Corporate Authority:** The Parties represent that they have taken all necessary corporate action to authorise the execution and consummation of this Agreement and have the

requisite and proper authorisation to execute this Agreement. They undertake to furnish satisfactory evidence of the same upon request.

- 16.3 **Assignment:** Neither Party shall assign to any third party any of its rights and obligations contained herein, without the prior written consent of the other Party.
- 16.4 **Independence of Parties:** In the performance of this Agreement, each Party is acting on principal-to-principal basis, independent of each other. None of the employee, officials, agents or assigns of any of the Parties can be treated as agent of the other and in no case can bind any party by its representations and acts.
- 16.5 **Waiver:** Failure to exercise part of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance, such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein.
- 16.6 **Counterparts:** This Agreement shall be executed in multiple copies and each copies should be treated as original for all purposes.
- 16.7 **Force Majeure:** Each Party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party such as civil commotion, riots, and acts of God etc.
- Provided that in order to be excused from delay or failure to perform, such Party must promptly communicate the occurrence of such inability, within 7 days of occurrence of such a cause, and act diligently to remedy the cause of such delay or failure. The Company, shall in its sole discretion, be entitled to terminate this Agreement without any liability in case the force majeure event continues for more than 30 days.
- 16.8 **Amendment:** No modification, alteration or amendment of this Agreement or any of its terms shall be valid or legally binding on the Parties unless it is in writing and duly executed by or on behalf of all of the Parties to this Agreement.
- 16.9 **Adequacy of Damages:** The Service Provider agrees that monetary damages may be an inadequate remedy for breach or threatened breach of the provisions of this Agreement, and notwithstanding anything to the contrary contained herein, in the event of a breach of any provisions of this Agreement, the respective rights and obligations hereunder shall be enforceable by specific performance or injunctive remedy.
- 16.10 **Non solicitation:** Each Party hereby covenants that during the term of this Agreement and for a period of one year following its termination or expiration, it shall not, without the previous written consent of the other Party, employ or contract the services of any person who was employed or contracted by the other Party.
- 16.11 **Notice:** In case any notice is required to be given for the purposes of this Agreement, the same shall be given by personal delivery or by Speed Post/ Registered Post A.D. / email and shall be addressed as follows:

In case of the Service Provider, to:

CONCEPT COMMUNICATION LIMITED

Queen's Mansion, Ground Floor, Prescott Road,
Fort, Mumbai 400 001

Maharashtra, India

Telephone: +91 22 4055 8888

Email: vivek@conceptindia.com

Attention: Vivek Suchanti

In case of the Company, to:

REGAAL RESOURCES LIMITED

6th Floor, D2/2, Block – EP & GP,

Sector-V, Kolkata – 700091,

West Bengal, India

Telephone: 03335222405

E-mail: cs@regaal.in

Attention: Tinku Kumar Gupta

This signature page forms an integral part of the Service Provider Agreement executed between Concept Communication Limited and Regaal Resources Limited.

IN WITNESS WHEREOF, this Service Provider Agreement has been executed by the Parties or their duly authorized signatories the day and year mentioned hereinabove.

For and behalf of Concept Communication Limited



Authorised signatory

Name: Ravi Mehra

Designation: Executive Director

Date: December 31st, 2024



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This signature page forms an integral part of the Service Provider Agreement executed between Concept Communication Limited and Regaal Resources Limited.

IN WITNESS WHEREOF, this Service Provider Agreement has been executed by the Parties or their duly authorized signatories the day and year mentioned hereinabove.

For and behalf of Regaal Resources Limited



Authorised signatory

Name: Anil Kishorepuria

Designation: Chairperson & Managing Director

Date: December 31st, 2024

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SCHEDULE I | DEFINITIONS

1. DEFINITIONS

- 1.1. All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meanings assigned to them in the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus, as the context requires and as applicable, prepared in relation to the Offer. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail. The following terms shall have the meanings ascribed to such terms below:

“Advertisement” includes notices, brochures, pamphlets, circulars, show cards, catalogues, hoardings, placards, posters, insertions in newspaper, cover pages of the Offer Documents, pictures and films in any electronic media, radio, television programmes or through any other electronic media including, but not limited to, online media and including any Offer Advertisements.

“Affiliate” with respect to any Party means:

- i. any person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party;
- ii. any person over whom such Party has a ‘significant influence’ or which has ‘significant influence’ over such Party, where:
 - a. ‘significant influence’ over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and
 - b. the shareholders beneficially holding, directly or indirectly through one or more intermediaries, at least a 10% interest in the voting power of that person are presumed to have a significant influence over that person; and
- iii. any other person that is a holding company, subsidiary or associate company of such Party.

For the purposes of this Service Provider Agreement, the terms ‘holding company’, ‘subsidiary’ and ‘associate company’ shall have the respective meanings set forth in Section 2 of the Companies Act and will include any holding company, subsidiary company or associate company of the Company, during the subsistence of this Service Provider Agreement.

Allotted or Allotment means the allotment of Equity Shares offered pursuant to the Fresh Issue and transfer of the Offered Shares by the Selling Shareholders pursuant to the Offer for Sale to successful bidders who have submitted valid bids in the Offer.

Anchor Investor means a QIB applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who has bid for an amount of at least ₹ 100 million;

“Applicable Period” shall mean the period commencing from the Effective Date until the date on which the trading of the Equity Shares commences on the Stock Exchanges.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996, as amended.

“Bid/Offer Closing Date” means the date after which the designated intermediaries for the Offer will not accept any bids in the Offer, except in relation to any bids received from the Anchor Investors.

Book Building Process means the book building process, as provided in Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made.

“Companies Act” means the Companies Act, 2013, along with the relevant rules, regulations, clarifications, circulars and notifications made there under, to the extent in force pursuant to the notification of sections of the Companies Act, 2013;

“Confidential Information” means any and all non-public information disclosed by the Company to the Service Provider in any form or manner, verbal or written or electronically or by any other media or perceived by the Service Provider by any means or otherwise, including but not limited to, the Company’s technical or business information, non-public financial statements, unpublished price sensitive information, business activities, products, software, hardware, intellectual properties. Confidential Information shall also include any materials, models, data, documentation, processes, procedures, sales and marketing techniques, and development plans, business models and business forecasts, information related to customer, vendors, employees, pricing policies, advertising strategies. Confidential Information shared by the Company shall be deemed confidential whether marked as confidential or proprietary or not and under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. For abundant clarification, Confidential Information shall include any and all information whether written, electronic or verbal, which is not generally known to the public, and which has or could have commercial value to the Company’s business. It includes not only information disclosed by the Company during the discussions, negotiations but also information developed or learned by the Service Provider during the course of the purpose, whether or not indicated as confidential by the Company. It will not include any information which is disclosed in the Offer Documents.

“Company Representatives” shall collectively mean the Promoters, Directors, Key Managerial Personnel, Senior Management of the Company, officers of the Company and all other persons and/ or entities acting on behalf of the Company including, without limitation the Service Provider.

“Offer Advertisement” shall mean any Advertisement made by the Company, subject to the applicable provisions of the SEBI ICDR Regulations and the Companies Act, in connection with the Offer, inter alia, including any notices, addendum, corrigendum, statutory Advertisement, announcement in relation to the filing of the DRHP with SEBI, Advertisement for opening or closure of the Offer, announcement of floor price or price band as may be decided by the Company and the Selling Shareholders in consultation with the BRLMs and Advertisement for the Basis of Allotment and Offer Price including any corrigenda or addendum thereto;

“Offer Price” shall mean the final price at which the Equity Shares will be Allotted to Bidders other than Anchor Investors.

“Selling Shareholders” means collectively Anil Kishorepuria, Shruti Kishorepuria, BFL

Private Limited and SRM Private Limited.

"Publicity Material" includes corporate Advertisements, Offer Advertisements, and other Advertisements of the Company, interviews by its Promoters, Directors, duly authorized employees or other Company Representatives, documentaries about the Company, its Promoters, periodical reports and press releases in newspapers, pictures, films, any other print medium, radio, television programmes or in any other electronic medium including, but not limited to, online media.

"Publicity Memorandum" shall mean the memorandum setting out the guidelines and restrictions on publicity, prepared by the legal counsel to the Offer and provided to the Company in connection with the Offer.

"Statutory Newspapers" shall comprise one English newspaper, one Hindi newspaper and one newspaper in the regional language of the place where the registered office of the Company is situated, each with wide circulation and in which the pre-Offer advertisement is made by the Company pursuant to Regulation 43(1) of the SEBI ICDR Regulations.

2. ADDITIONAL DEFINED TERMS

For the purposes of this Agreement, the following terms have the meanings specified in the indicated provisions of this Agreement:

DEFINED TERM	PROVISION
Adverse Reporting	Clause 3.1.14
Agreement	Preamble
Board	Recital B
Board Resolution	Recital B
Effective Date	Preamble
BRLMs	Recital A
BSE	Recital B
Company	Preamble
DRHP	Recital B
Draft Red Herring Prospectus	Recital B

DEFINED TERM	PROVISION
Engagement Letter	Clause 5.1
Equity Shares	Recital A
Fresh Issue	Recital A
Indemnified Parties	Clause 10.1
NSE	Recital B
Offer	Recital A
Offer Documents	Recital B
Offer for Sale	Recital A
Offered Shares	Recital C
Parties	Preamble
Party	Preamble
Prospectus	Recital B
Red Herring Prospectus	Recital B
Registrar of Companies	Recital B
Reporting Period	Clause 3.1.13
Rule 144A	Recital A
Regulation S	Recital A
SEBI	Recital B
SEBI ICDR Regulations	Recital A
Securities Act	Recital A

DEFINED TERM	PROVISION
Service Provider	Preamble
Special Resolution	Recital B
Stock Exchanges	Recital B
<u>U.S. Securities Act</u>	Recital A

SCHEDULE II | INTERPRETATION

Unless the context of this Agreement otherwise requires:

- (a) Words denoting the singular number shall include the plural and vice versa, as applicable;
- (b) Words importing any gender include every gender, as applicable;
- (c) Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (d) The words 'including' and 'among others' and words and phrases of a like nature used in this Agreement are deemed to be followed by the words 'without limitation' or 'but not limited to' or words or phrases of a like nature whether or not such latter words or phrases are expressly set out;
- (e) References to statutory provisions shall be construed as references to those provisions and any regulations made in pursuance thereof as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification);
- (f) References to "knowledge" or "best knowledge", wherever used shall mean the actual knowledge of such person after due and diligent enquiries by that person, or if the context so requires, the actual knowledge of such person's directors, officers, partners, or trustees regarding such matter, and such knowledge as any of the foregoing would reasonably be expected to have, after conducting a due and diligent enquiry of the matter;
- (g) References to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented or any replacement or novation thereof;
- (h) Unless otherwise indicated, the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to the entirety of this Agreement;
- (i) Reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors in business or permitted assigns;
- (j) Unless otherwise indicated, any reference to clauses, sub-clauses, section, paragraph or schedules are to a clause, sub-clause, section or paragraph or schedule of or to this Agreement;
- (k) Unless otherwise defined the reference to the word 'days' shall mean calendar days;
- (l) References to a statute or regulation or a statutory provision or regulatory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced; and
- (m) Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

SCHEDULE III

Details of print and electronic media controlled by a media group where the media group has a private treaty/ shareholders' agreement with the Company or the Promoters of the Company are as follows:

NIL

SCHEDULE IV

[On the letterhead of the Service Provider]

Date: [●]

Pantomath Capital Advisors Private Limited

Pantomath Nucleus House,
Saki Vihar Road,
Andheri (East), Mumbai
Maharashtra, India – 400 072

Sumedha Fiscal Services Limited

6A Geetanjali, 8B Middleton Street,
Kolkata – 70 0071
West Bengal, India

(Pantomath Capital Advisors Private Limited and Sumedha Fiscal Services Limited hereinafter individually referred as, the “**BRLM**” and collectively as “**BRLMs**”)

Ladies and Gentlemen:

Subject: Information with respect to the news reports for the proposed initial public offering of equity shares (“Equity Shares”) of Regaal Resources (the “Company”, and such offering, the “Offer”)

Pursuant to the Service Provider Agreement dated December 31st, 2024 (**Agreement**) between the Company and Concept Communication Limited, in the period between the date of filing the Draft Red Herring Prospectus with the Securities and Exchange Board of India, and the date of closure of the Offer, we, Concept Communication Limited, confirm that the following is true and correct in respect of the news reports appearing in any of the following media and that there have been no news reports appearing in any of the following media, other than as mentioned in **Annexure I**:

- (a) newspapers mentioned in Regulations 43(1) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, being all editions of such statutory newspapers (English, Hindi, and Bengali, with Bengali being the regional language of West Bengal where the Company’s registered office is situated), in this case, namely [●] and [●] in which the pre-Offer advertisement was made by the Company; and
- (b) print and electronic media controlled by a media group where the media group has a private treaty/ shareholders’ agreement with the Company or its Promoters, as applicable (as informed by the Company).

We further confirm that there are no print and electronic media controlled by a media group where the media group has a private treaty /shareholders’ agreement with the Company or the Promoters of the Company.

The certificate is true, correct, and complete and accurate. The above information pertains to the

media where the Offer Advertisements have been published. The contents of the aforementioned news reports being supported by disclosures in the DRHP, the RHP and the Prospectus and the relevant page numbers have been filled by the Service Provider, and the BRLMs can rely on this confirmation for providing their compliance certificate in connection with press releases, Advertisement and / or Publicity Material to SEBI in this regard. We confirm that this information may be relied upon by the BRLMs and the legal counsel to the Offer in respect of the Offer.

In case, the information is untrue, incomplete or incorrect in any respect, the Service Provider shall, at its own cost and expense, indemnify, defend and hold the BRLMs, their respective Affiliates and their respective directors, officers, management, representatives, advisors, agents, successors, permitted assigns or employees, free and harmless from and against any and all losses, liabilities, claims, demands, judgments, actions, writs, interests, proceedings, costs, penalties, awards, proceedings and expenses including attorney's fees and court costs arising out of any such default on the part of the Service Provider, and/or its representatives, officers, directors, employees or other persons acting on its behalf. In case of any conflict between this paragraph and the Letter of Indemnity issued by the Service Provider to the BRLMs under the Agreement, the Letter of Indemnity shall prevail. The provisions of the letter are not affected by any other terms (including any limitation whatsoever) set out in the Agreement and shall be in addition to any other rights that the BRLMs may have at common law, equity or otherwise.

The maximum aggregate liability of the Service Provider together with its directors, partners, employees, Affiliates, associates or contractors towards the BRLMs under the Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under the Agreement except in the event of fraud, wilful misconduct, wilful default, bad faith and/or gross negligence (including but not limited to any fraud, wilful misconduct, gross negligence or bad faith, wilful default in relation to any non-compliance with advertising and publicity restrictions) by the Service Provider.

This indemnity will survive the expiry/termination of the Agreement.

We confirm that we will immediately inform the BRLMs if any changes to the information stated in this certificate until the date on which Equity Shares commence trading on the stock exchanges. In the absence of any such communications, the information stated in this certificate should be taken as updated information. This confirmation may be relied upon by the legal counsel and the BRLMs in respect of the Offer.

This certificate and indemnity shall be governed by and construed in accordance with Indian laws.

Any dispute arising in relation to this letter is raised by (i) Concept Communication Limited, then Concept Communication Limited may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996; (ii) BRLMs, then it may refer such dispute or difference to arbitration in accordance with the provisions of the with the provisions of the Arbitration and Conciliation Act, 1996 or the Master Circular bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and the relevant circulars issued by SEBI, as applicable. The BRLMs and the Service Provider shall appoint one arbitrator each and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within 30 days of receipt of the second arbitrator's confirmation of his/ her appointment. The place and seat of arbitration shall be Mumbai, India and the language of arbitration shall be English. The rights and obligations of the parties under, or pursuant to, this certificate, including the arbitration clause, shall be under the sole and exclusive jurisdiction of the courts located at Mumbai, India.

Subject to the above, the courts of Mumbai, India shall have the sole and exclusive jurisdiction in relation to any disputes arising out of the arbitration proceedings mentioned herein above.

All capitalised terms not specifically defined in this certificate will have the same meanings attributed to such terms in the Agreement.

All terms and conditions mentioned in the Agreement will apply to this letter *mutatis mutandis*.

Sincerely,

For and on behalf of **Concept Communication Limited**

Authorized Signatory

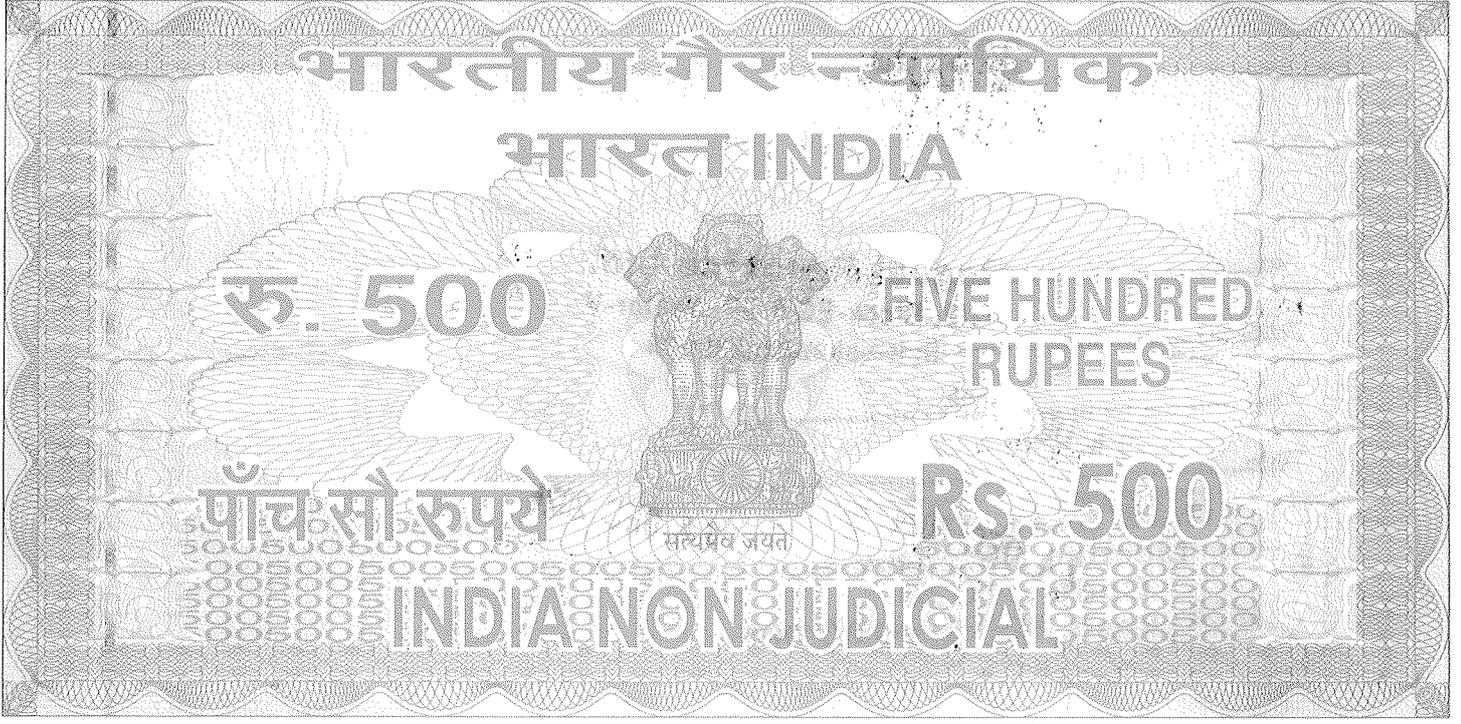
Name: Ravi Mehra

Designation: Executive Director

Date: December 31st, 2024

Annexure I

S. No.	News report details (Newspaper, edition, date)	Subject Matter	Whether the contents of the news report are supported by disclosures in the offer document or advertisements made pursuant to the SEBI ICDR Regulations or information available on the website of the Stock Exchanges (Yes/No)	If yes, page numbers in the DRHP where the disclosures are made	If no, actions taken by the BRLMs
a)	[•]	[•]	[•]	[•]	[•]
b)	[•]	[•]	[•]	[•]	[•]



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 416120

This stamp paper forms an integral part of the Letter of Indemnity to the Service provider Agreement dated December 31 '2024 issued by Concept Communicate Limited in favour of pantomath Capital Advisors private Limited and Samedha Fiscal Services Limited.

225665



To..... **Regaal Resource Ltd.**
Address..... **D2/2, Block-EG & GP, Sector-V**
Salt Lake, Kolkata-91

Re.....
Date..... **24 DEC 2024**

SIPRA DEY

Licensed No. **18A**

Code : **1070**

1070 Road, Kolkata-700 007

24 DEC 2024



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 416121

This stamp paper forms an integral part of the Letter of Indemnity to the Service Provider Agreement dated December 31'2024 issued by Concept Communication Limited in favour of Pontomath Capital Advisors private limited and Samedha Fiscal Services Limited.

225664



Regaal Resource Ltd.
D2/2, Block-EG & GP, Sector-V
Salt Lake, Kolkata-91

No.
Address

Re. 24 DEC 2024

Date

SIPRA DIV
Licence No. : 18A
Code : 1070

24 DEC 2024

1 M Road, Kolkata-700 001
[Handwritten Signature]



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 416122

This stamp paper forms an integral part of the Letter of Indemnity to the Service provider Agreement dated December 31 '2024 issued by Concept Communication Limited in favour of pantomath Capital Advisors private Limited and Sumedha Fiscal Services Limited.

225663



NO. **Regaal Resource Ltd.**
..... **D2/2, Block-EG & GP, Sector-V**
Address **Salt Lake, Kolkata-91**

Rd
Date **24 DEC 2024**

Date
SIPRA DEY
Licence No. : 18A
Code : 1070
T N S Road, Kolkata-700 00*

24 DEC 2024

SCHEDULE V

LETTER OF INDEMNITY

Date: December 31st, 2024

To,

Pantomath Capital Advisors Private Limited

Pantomath Nucleus House,
Saki Vihar Road,
Andheri (East), Mumbai
Maharashtra, India – 400 072

Sumedha Fiscal Services Limited

6A Geetanjali, 8B Middleton Street,
Kolkata – 70 0071,
West Bengal, India

(Pantomath Capital Advisors Private Limited and Sumedha Fiscal Services Limited hereinafter individually referred as, the “**BRLM**” and collectively as “**BRLMs**”)

Ladies and Gentlemen:

Re: Letter of indemnity to the Book Running Lead Manager by Concept Communication Limited (“Letter of Indemnity”) pursuant to the Service Provider Agreement dated December 31st, 2024, entered into between Concept Communication Limited and Regaal Resources Limited (the “Company”)

The Company and the Selling Shareholders are proposing to make an initial public offering of equity shares of face value of ₹ 5 each (“**Equity Shares**”) through a fresh issue of Equity Shares by the Company aggregating up to ₹ 1,900.00 million (**Fresh Issue**) and an offer for sale of Equity Shares by the Selling Shareholders aggregating up to 90,00,000 Equity Shares (such Equity Shares, the **Offered Shares** and such offer for sale, the **Offer for Sale**), in accordance with the Companies Act, 2013 along with the relevant rules framed thereunder (Companies Act), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (SEBI ICDR Regulations) and other applicable law, each as amended, (such Fresh Issue together with the Offer for Sale, the Offer), at such price as may be determined, through the Book Building Process, as prescribed in Part A of Schedule XIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (“**SEBI ICDR Regulations**”), at such price discovered through the Book Building Process and as agreed to by the Company in consultation with the Book Running Lead Manager (“**Offer Price**”) (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations; and (ii) outside the United States and India, to certain institutional and other eligible foreign investors in reliance on Regulation S under the United States Securities Act of 1933, as amended (“**U.S. Securities Act**”) and the Applicable Law of the jurisdictions where the Equity Shares may be offered or sold (“**Offer**”). The Offer may also include allocation of Equity Shares to certain Anchor Investors in consultation with the Book Running Lead Manager, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Company

has appointed Pantomath Capital Advisors Private Limited and Sumedha Fiscal Services Limited as the book running lead managers ("**BRLMs**") to manage the Offer.

The Company and the Selling Shareholders have appointed the Book Running Lead managers to manage the Offer. Concept Communication Limited, ("**Service Provider**") has entered into a service provider agreement dated December 31st, 2024 with the Company ("**Agreement**") in relation to a public relations programme with respect to the Offer in accordance with the SEBI ICDR Regulations and to provide advertising and media monitoring services in compliance with the provisions of the SEBI ICDR Regulations and other applicable laws, and the Service Provider has accepted its appointment as an advertising agency by way of an engagement letter dated October 28, 2024. The Service Provider confirms that it has read and understood the SEBI ICDR Regulations, Publicity Memorandum and other applicable laws in so far as the same is applicable to its scope of work to be undertaken pursuant to the Agreement and is fully aware of its duties, responsibilities, obligations and the consequences of any failure to perform its duties, responsibilities and obligations under the Agreement. The Service Provider acknowledges that the BRLMs may be exposed to liabilities or losses if the Service Provider fails to comply with its duties, responsibilities and obligations under the Agreement.

Pursuant to the provisions of the Agreement, the Service Provider has undertaken to enter into, execute and deliver this Letter of Indemnity in favour of each of the BRLMs to fully indemnify and hold harmless at its own cost and expense, at all times, each of them, their respective Affiliates, and their directors, successors, management, representatives, employees, advisors, permitted assigns, officers and agents, intermediaries of the BRLMs or any other persons acting on their behalf and each other person, if any, directly and indirectly controlling or controlled by the BRLMs or their Affiliates ("**BRLMs Indemnified Party**"), to the full extent lawful and at all times, free and harmless from and against any and all losses, liabilities, claims, demands, damages, suits, awards, charges, actions, awards, judgments, costs, proceedings and expenses, including legal expenses arising out of, or relating to, a breach or alleged breach of the Service Provider's representations, warranties, undertakings, covenants or obligations or error or failure on the part of the Service Provider and/or its partners, representatives, officers, directors, employees, sub-contractors or third parties appointed by it to perform its obligations or other persons acting on its behalf ("**Service Provider Entities**"), to deliver or perform services contemplated under the Agreement and/ or this Letter of Indemnity, including the delivery of required information for providing a media compliance certificate by the BRLMs under the SEBI ICDR Regulations and in accordance with this Letter of Indemnity.

The Service Provider agrees that Clause 2 (*Objectives*), Clause 3 (*Scope of Services*), Clause 4 (*Servicing Team*) and Clause 5 (*Commercial Terms*) of the Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.

The Service Provider undertakes to BRLMs that it shall act with due diligence, care and skill while discharging its services under the Agreement. The Service Provider further represents, warrants and undertakes to the BRLMs to (a) cooperate and comply with any instructions the BRLMs may provide in respect of the Offer, (b) ensure compliance with applicable laws (including requirements under the SEBI ICDR Regulations and the Companies Act, 2013 in relation to Advertisements and Publicity Material prepared by the Service Provider), and (c) comply with the terms and conditions of the Agreement and this Letter of Indemnity. The Service Provider acknowledges that the Company entering into the Agreement with the Service Provider is sufficient consideration for the Service Provider to issue this Letter of Indemnity in favour of the BRLMs.

Pursuant to the provisions of the Agreement, the Service Provider hereby absolutely, irrevocably

and unconditionally undertakes to fully indemnify, defend and hold harmless, at its own cost and expense, each BRLMs Indemnified Party to the full extent lawful and at all times free and harmless from and against any and all losses, charges, liabilities, claims, damages, demands, suits, writs, actions, costs, interest costs, awards, judgements, proceedings and expenses, including, without limitation, attorney's fees and court costs arising out of, in connection with, or resulting from any failure, deficiency, error in compliance or a breach or alleged breach of any provision of law, regulation or order of any court or legal, regulatory, statutory, judicial, quasi-judicial or administrative authority or duties, responsibilities or obligations, or error or failure to deliver or of any of the terms and conditions mentioned in the Agreement or this Letter of Indemnity including to the delivery of media compliance certificate to the BRLMs in terms of the SEBI ICDR Regulations, or of any representation, warranty or undertaking or any delay or from its own breach or alleged breach, gross negligence, fraud, wilful misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities, including in relation to any acts or omissions or failure to perform its duties, obligations and responsibilities by the Service Provider Entities and / or to deliver or perform services contemplated under the Agreement and/or this Letter of Indemnity, including the delivery of such reports and/or any information provided by the Service Provider to the BRLMs (including but not limited to the delivery of information for the media compliance certificate by the BRLMs under Schedule IX of the SEBI ICDR Regulations to the BRLMs Indemnified Party), or any error, deficiency or failure on the part of the Service Provider or any of its Affiliates to deliver or perform the services contemplated under the Agreement, and/ or provision of any information to the BRLMs' Indemnified Party by the Service Provider or any of its Affiliates or other persons acting on its behalf is untrue, incomplete or incorrect in any respect, and /or is an infringement of any intellectual property, rights of any third party or anything is done or omitted to be done through the gross negligence, wilful default or wilful misconduct by the Service Provider or of its respective Affiliates, partners, representatives, management, officers, directors, employees or agents or sub-contractors or third parties appointed by it to perform its obligations.

This Letter of Indemnity shall be effective from the date of execution of the Agreement and shall survive the expiry/ termination of the Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Agreement and shall be in addition to any other rights that the BRLMs Indemnified Party may have at common law, equity and/or otherwise.

Notwithstanding anything contained in the Agreement, in the event of a breach by any Party to this Letter of Indemnity, the defaulting Party shall have the right to cure such breach within a period of 10 days of receipt of written notice of such breach by the non-defaulting Party or the defaulting Party becoming aware of such breach, whichever is earlier. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period; or if any dispute, difference or claim arises between the Parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation or breach or alleged breach of the terms of this Letter of Indemnity or any action or omission pursuant to this Letter of Indemnity, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 days after commencement of discussions, then any Party may refer such dispute, difference of claim for resolution to an arbitration tribunal. Each disputing Party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within 15 days of receipt of the second arbitrator's confirmation of his/her appointment. If the presiding arbitrator is not appointed within such period, the presiding arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The arbitration award shall be final, conclusive, and binding on the disputing Parties and the disputing Parties agree to be bound thereby and to act accordingly. Furthermore, the arbitration award shall be subject to enforcement in any court of competent jurisdiction. The place of arbitration shall be

Mumbai, India, and the language shall be English. Subject to the provisions of this paragraph, the courts of Mumbai, India shall have sole and exclusive jurisdiction in relation to any disputes arising out of the arbitration proceedings mentioned herein above.

The Service Provider hereby agrees that failure of any of the BRLMs Indemnified Party to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLMs Indemnified Party of any of its rights established herein.

The maximum aggregate liability of the Service Provider together with its partners, employees, Affiliates, associates or contractors under this Letter of Indemnity regardless of the form of action, whether in contract or otherwise, shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under the Agreement. However, such limitation of liability shall not apply in case of fraud, wilful misconduct, bad faith, gross negligence or wilful default (including but not limited to any fraud, gross negligence wilful misconduct, bad faith or wilful default in relation to any non-compliance with advertising and publicity restrictions) on the part of the Service Provider.

This letter may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Letter of Indemnity.

This Letter of Indemnity may be amended or altered only with the prior written approval of all the BRLMs.

In the event of inconsistency between the terms of this Letter of Indemnity and the Agreement, the terms of this Letter of Indemnity shall prevail.

The Service Provider acknowledges and agrees that each of the BRLMs shall have the rights specified under the provisions of the Agreement but shall not have any obligations or liabilities (included but not limited to payment of any fees or expenses) to the Service Provider or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Agreement or this Letter of Indemnity. Further, for sake of clarity it is mentioned herein, that, the Company entering into the Agreement with the Service Provider is sufficient consideration for this Letter of Indemnity to be issued in favour of the BRLMs.

Any notice or other communication given pursuant to this Letter of Indemnity must be in writing and (a) delivered personally, (b) sent by email or any electronic communication, (c) or sent on address of the party specified herein below, or to such fax number may be designated in writing by such party. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally be deemed given upon delivery; and if sent by registered post/speed post, be deemed given when received; and if sent by email, when such email is sent (provided the sender does not receive a delivery failure report).

All terms and conditions mentioned in the Agreement will apply to this Letter of Indemnity, *mutatis mutandis*. All capitalized terms not specifically defined herein will have the same meanings attributed to such terms in the Agreement.

In case any notice is required to be given for the purposes of this Letter of Indemnity, the same

shall be given by personal delivery or by Speed Post/ Registered Post A.D. and shall be addressed as follows:

If to Concept Communication Limited:

Queen's Mansion
Prescot Road,
Fort, Mumbai – 400 001
Maharashtra, India
Telephone: +91 22 4055 8888
Email: vivek@conceptindia.com
Attention: Vivek Suchanti

If to Pantomath Capital Advisors Private Limited:

Pantomath Nucleus House,
Saki Vihar Road,
Andheri (East), Mumbai
Maharashtra, India – 400 072
Attention: Akhilesh Jain
Email: Akhilesh.jain@pantomathgroup.com

If to Sumedha Fiscal Services Limited:

6A Geetanjali, 8B Middleton Street,
Kolkata – 70 0071,
West Bengal, India
Attention: Ajay K Laddha
Email: ajay_laddha@sumedhafiscal.com

Capitalised terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

Yours sincerely,

This signature page forms an integral part of the letter of indemnity executed by Concept Communication Limited in favour of Pantomath Capital Advisors Private Limited and Sumedha Fiscal Services Limited pursuant to the Service Provider Agreement between Regaal Resources Limited and Concept Communication Limited.

For and on behalf of **Concept Communication Limited**



(Authorised Signatory)



Name: Ravi Mehra

Designation: Executive Director

Date: December 31st, 2024

(the remainder of this page has been intentionally left blank)

This signature page forms an integral part of the letter of indemnity executed by Concept Communication Limited in favour of Pantomath Capital Advisors Private Limited and Sumedha Fiscal Services Limited pursuant to the Service Provider Agreement between Regaal Resources Limited and Concept Communication Limited.

For and on behalf of **Pantomath Capital Advisors Private Limited**

(Authorised Signatory)

Name: Kaushal Patwa

Designation: Vice President – Investment Banking

Date: December 31st, 2024

(the remainder of this page has been intentionally left blank)

This signature page forms an integral part of the letter of indemnity executed by Concept Communication Limited in favour of Pantomath Capital Advisors Private Limited and Sumedha Fiscal Services Limited pursuant to the Service Provider Agreement between Regaal Resources Limited and Concept Communication Limited.

For and on behalf of **Sumedha Fiscal Services Limited**

(Authorised Signatory)

Name: Ajay K Laddha

Designation: President – Investment Banking

Date: December 31st, 2024

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