

महाराष्ट्र MAHARASHTRA

● 2017 ●

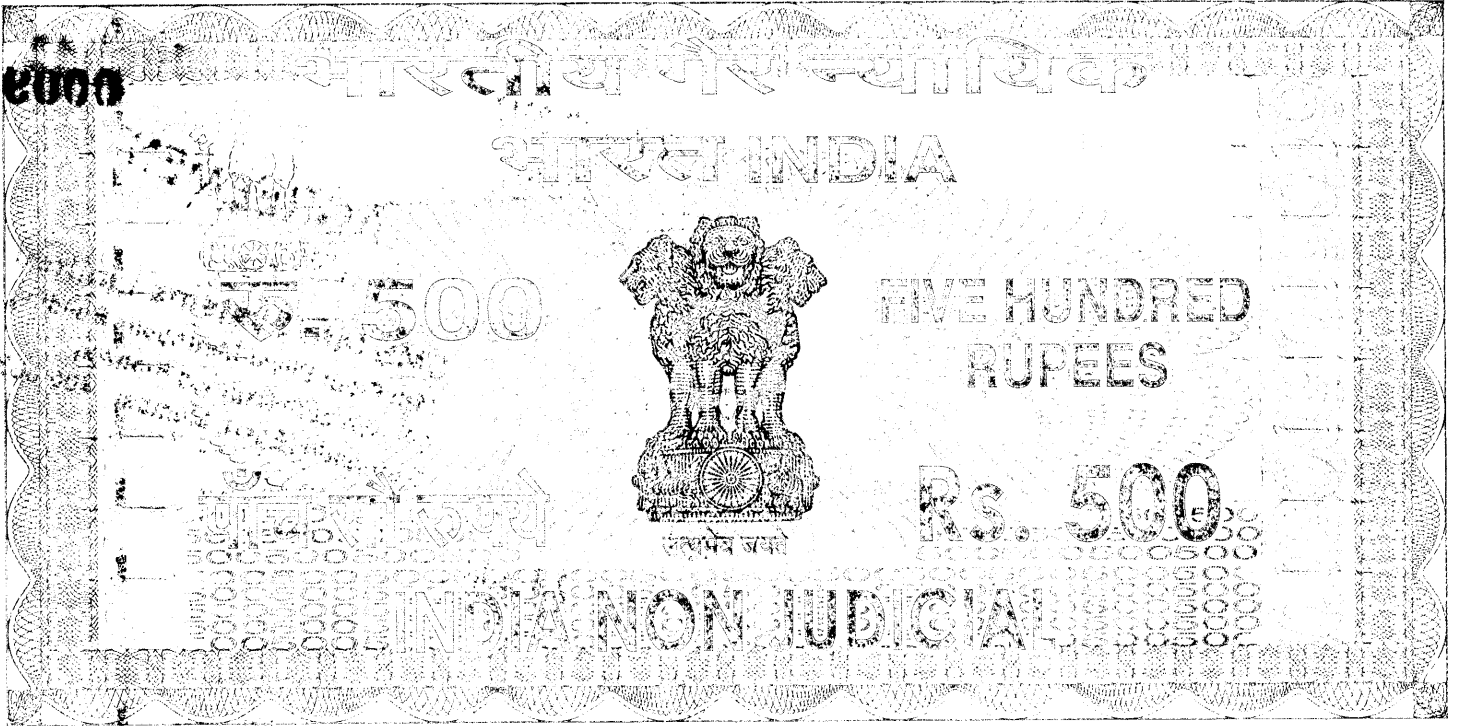
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प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९५  
22 AUG 2017  
सक्षम अधिकारी

श्री. प. मा. विचारे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SERVICE  
PROVIDER AGREEMENT DATED SEPTEMBER 27, 2017 EXECUTED BY AND  
BETWEEN CMS INFO SYSTEMS LIMITED AND CONCEPT COMMUNICATION  
LIMITED





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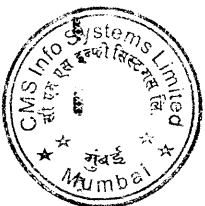
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**SERVICE PROVIDER AGREEMENT**

**DATED SEPTEMBER 27, 2017**

**BETWEEN**

**CMS INFO SYSTEMS LIMITED**

**AND**

**CONCEPT COMMUNICATION LIMITED**

## SERVICE PROVIDER AGREEMENT

**THIS SERVICE PROVIDER AGREEMENT** (hereinafter referred to as the “**Agreement**” which term will include the recitals, annexure and schedules to this Agreement) made at Mumbai on the 27<sup>th</sup> day of September of 2017 (hereinafter referred to as the “**Effective Date**”) and entered by and among:

**CMS INFO SYSTEMS LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 11<sup>th</sup> Floor, Silver Metropolis, Off. Western Express Highway, Opp. SRPF Grounds, Goregaon (East), Mumbai – 400 063 (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**;

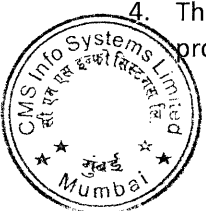
**AND**

**CONCEPT COMMUNICATION LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Queen’s Mansion, Prescott Road, Fort, Mumbai 400 001 (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**;

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

**WHEREAS:**

1. The Company proposes to undertake an initial public offering of equity shares of ₹ 10 each of the Company (“**Equity Shares**”), comprising of an offer for sale by Sion Investment Holdings Pte. Limited (“**Selling Shareholder**”) (“**Offer**”) in accordance with the Companies Act, 2013 and the rules thereunder, to the extent notified (“**Companies Act, 2013**”), and the Companies Act, 1956 and the rules thereunder (“**Companies Act, 1956**”), to the extent in force, as the context may require (Companies Act, 2013 and Companies Act, 1956 collectively referred to as “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended (the “**SEBI ICDR Regulations**”), and other applicable laws, at such price as may be determined by the Company in consultation with the book running lead managers to the Offer, namely, Kotak Mahindra Capital Company Limited, Axis Capital Limited and UBS Securities India Private Limited (together, the “**BRLMs**”) through the book building process under the SEBI ICDR Regulations (the “**Offer Price**”).
2. The board of directors of the Company (“**Board of Directors**”) has pursuant to a resolution dated August 19, 2017 approved the Offer.
3. The Company is in the process of filing a draft red herring prospectus with the Securities and Exchange Board of India (“**SEBI**”), the BSE Limited (the “**BSE**”) and the National Stock Exchange of India Limited (“**NSE**” together with the BSE, the “**Stock Exchanges**”) and will subsequently register the red herring prospectus and the prospectus with the Registrar of Companies, Maharashtra at Mumbai, (the “**Registrar of Companies**” or “**RoC**”), and file a copy with SEBI and the Stock Exchanges, in relation to the Offer.
4. The Company desires to appoint the Service Provider who have consented to offer their professional services to the Company for advertising and media relations 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.

5. The Parties acknowledge that the services proposed to be rendered by the Service Provider among other things, are required to be in compliance with the relevant provisions of the SEBI ICDR Regulations, Companies Act and other applicable laws.

**NOW THEREFORE**, in consideration of the mutual covenants of the Parties and other good and valuable consideration, the sufficiency whereof is hereby acknowledged, the Parties agree as follows:

## **DEFINITIONS AND INTERPRETATIONS**

Capitalised terms not defined in this Agreement shall have the same meaning ascribed to such terms in the SEBI ICDR Regulations, the DRHP, the RHP and the Prospectus, as applicable. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents (as defined hereinunder) shall prevail.

In this Agreement (including the recitals above), except where the context otherwise requires, the following words and expressions shall mean the following.

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

**“Adverse Reporting”** shall have the meaning as ascribed to it in Clause II (12).

**“Affiliates”** with respect to any Party means (a) any person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (b) any person which is a holding company or subsidiary or joint venture of such Party, and/or (c) any person in which such Party has a “significant influence” or which has “significant influence” over such Party, where “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 that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 10% or higher interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, (i) the terms **“holding company”** and **“subsidiary”** have the meanings set forth in Section 2(46) and 2(87) of the Companies Act, 2013, respectively.

**“Agreement”** shall have the meaning as ascribed to it in the preamble to this agreement.

**“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.

**“BSE”** shall have the meaning ascribed to such term in the Recitals.



“**Companies Act**” shall mean the Companies Act, 2013 and the rules made there under, to the extent notified, and/or the Companies Act, 1956 and the rules made there under, to the extent not repealed, as the context may require.

“**Companies Act, 1956**” shall mean the Companies Act, 1956 and the rules and clarifications thereunder, to the extent not repealed.

“**Companies Act, 2013**” shall mean the Companies Act, 2013 and the rules and clarifications thereunder, to the extent notified.

“**Company Representatives**” shall collectively mean the Promoter(s), Promoter Group, Directors, Key Managerial Personnel, officers, Subsidiaries and Group Companies of the Company and all other persons and/or entities acting on behalf of the Company, including without limitation the Service Provider.

“**Control**” shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and the terms “**Controlling**” and “**Controlled**” shall be construed accordingly.

“**Draft Red Herring Prospectus**” or “**DRHP**” shall mean the draft red herring prospectus of the Company, to be filed by the Company with the Securities and Exchange Board of India, the Stock Exchanges and any other regulatory or statutory authority, in terms of the SEBI ICDR Regulations.

“**Equity Shares**” shall have the meaning ascribed to such term in the Recitals.

“**NSE**” shall have the meaning ascribed to such term in the Recitals.

“**Offer**” shall have the meaning ascribed to such term in the Recitals.

“**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 which *inter alia* includes any notices, statutory advertisement, announcement in relation to the filing of the DRHP, 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 Shareholder in consultation with the BRLMs, advertisement for the Basis of Allotment and Offer Price including any addenda or corrigenda thereto.

“**Offer Documents**” shall mean the DRHP, the RHP and the Prospectus together with any preliminary or final international supplement/wrap to such Offer Documents, Bid cum Application Form including the Abridged Prospectus, and any amendments, supplements, notices, corrections or corrigenda or addenda to such offering documents and international supplement/wrap.

“**Offer for Sale**” shall have the meaning ascribed to such term in the Recitals.

“**Prospectus**” shall mean the prospectus to be filed with the RoC and any other regulatory or statutory authority in accordance with Sections 26 and 32 of the Companies Act, 2013 and the SEBI ICDR Regulations.

“**Publicity Material**” includes corporate Advertisements, product Advertisements, Offer Advertisements, and other Advertisements of the Company, interviews by its Promoter(s), Directors, duly authorised employees of the Company or other Company Representatives, documentaries



about the Company or its Promoter(s), 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 counsels appointed for the Offer and provided to the Company in connection with the Offer.

“**Red Herring Prospectus**” or “**RHP**” shall mean the red herring prospectus to be filed with the RoC and any other regulatory or statutory authority in accordance with the Companies Act, 2013, and the SEBI ICDR Regulations.

“**Registrar of Companies**” or “**RoC**” shall have the meaning ascribed to such term in the Recitals.

“**SEBI ICDR Regulations**” shall have the meaning ascribed to such term in the Recitals.

“**SEBI**” shall have the meaning ascribed to such term in the Recitals.

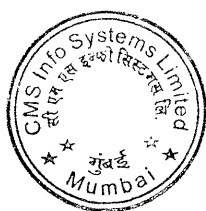
“**Selling Shareholder**” shall have the meaning ascribed to such term in the Recitals.

“**Stock Exchanges**” shall have the meaning ascribed to such term in the Recitals.

#### **Interpretation**

Unless the context of this Agreement otherwise requires:

- (a) references to Clauses and Annexures are references to clauses of and annexures to this Agreement, and references to this Agreement include the annexures;
- (b) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- (c) every reference to a particular statutory provision or other Law shall be construed also as a reference to all other Laws made under the Law referred to and to all such Laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other Laws from time to time and whether before or after the date of this Agreement and includes any subordinate legislation made under the relevant statute or statutory provision;
- (d) words of any gender are deemed to include those of the other gender;
- (e) words using the singular or plural number also include the plural or singular number, respectively;
- (f) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be;
- (g) the contents table, heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;



- (h) the recitals are included for descriptive purposes only, are not legally binding and shall be ignored for the purposes of interpretation;
- (i) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (j) the recitals, schedules and annexures hereto shall constitute an integral part of this Agreement;
- (k) 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; and
- (l) any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

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

**I. OBJECTIVES**

The Service Provider through a public relation ("PR") programme designed for the Company will strive to achieve the following objectives:

1. To create a distinct corporate identity for the Company based on its desired positioning, vision, size, achievements, competencies and growth potential amongst investors, intermediaries and opinion influencers;
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;
3. To assist the Company in managing media relations with respect to the Offer, including the dissemination of Advertisement 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, other applicable laws and the Publicity Memorandum;
4. To formulate the overall advertisement plan for the Offer 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; and
5. Assist the Company in managing crisis situations, if any during the course of the Offer.



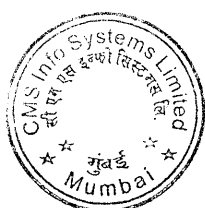


## II. SCOPE OF SERVICES

The Service Provider's scope of services shall *inter alia* include the following:

### Public relations

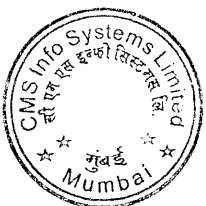
1. All public relation activities related to the Offer shall be carried out by the Service Provider.
2. **Communication audit** – The Service Provider will conduct a communication audit prior to the development of the communication strategy and plan. The audit would include management briefings, secondary research on the sector and a perception study amongst media correspondents covering the sector, analysts and brokers. The audit results would be used for developing communications strategies and plans.
3. Drafting and developing in consultation with the Company and the BRLMs all editorial material, including banners, hoardings, TVC, backdrop, press releases and Offer analysis, Advertisements and Offer Advertisements consistent with the Offer Documents, the SEBI ICDR Regulations, Companies Act other applicable laws and the Publicity Memorandum governing such communications.
4. Advising on all aspects of corporate and Offer related communications and 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 and the Publicity Memorandum.
5. Reporting of any supplementary information that may be added to any of the Offer Documents at a later stage. The Service Provider shall be responsible for preparing and issuing any notices, addenda, corrigenda and/or Publicity Materials in connection with any supplementary information that may be added to the Offer Documents at a later stage.
6. Managing 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.
7. Managing domestic road-shows for media, brokers and analysts as per plans developed in consultation with the BRLMs and the Company.
8. Organising one-on-one management briefings for analysts from key media so that the Company's perspective is well understood and endorsed by the media.
9. Managing of all Publicity Materials and Company related statutory and formal announcements made in relation to the Offer, in consultation with the Company and BRLMs, including announcement of the filing of the DRHP, announcement of the clearance of the RHP from the RoC, statutory advertisements as prescribed under the Companies Act and the SEBI ICDR Regulations, 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.



10. Managing relevant 'business as usual' announcements during the Applicable Period in accordance with the SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum.
11. Assist the Company in managing crisis situations related to the Offer, if any.
12. Tracking and providing media coverage related to the Company on a day-to-day basis including scanned copies of coverage in newspapers where the statutory advertisement under the SEBI ICDR Regulations and other applicable laws is published, major business magazines, 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 Promoter(s) of the Company (details of which shall be promptly provided by the Company, to the BRLMs, their legal counsel and the Service Provider in the event of any such agreement being entered into), on a daily basis, on all working days during the Applicable Period. The Service Provider shall bring to the notice of the Company, the BRLMs and their respective legal counsel, 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.
13. The Service Provider agrees that pursuant to Regulation 60(14) of the SEBI ICDR Regulations, other applicable laws in relation to the Offer, the Publicity Memorandum, and in consultation with the BRLMs, it will provide the Company, the BRLMs and their respective legal advisers, copies of all news reports and press releases issued in relation to the Company in any media including but not limited to:
  - a) newspapers mentioned under sub-regulation (3) of Regulation 9 of the SEBI ICDR Regulations i.e., all editions of any English national daily newspaper, Hindi national daily newspaper and any Marathi regional language newspaper, each with wide circulation, at the place where the registered office of the Company is situated or such other newspapers where the Offer advertisements are released and issued for and on behalf of the Company in the media including, but not limited to, newspapers as may be decided by the Company in consultation with the BRLMs and intimated to the Service Provider and such other newspapers as decided by the Company 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;
  - b) all editions of major business magazines and journals, including but not limited to the following:

**Indian Business Magazines:**

- (i) Business Today
- (ii) Outlook Business
- (iii) Business India
- (iv) Business World
- (v) Outlook Money
- (vi) Fortune (Indian)
- (vii) Dalal Street Journal
- (viii) Capital Market
- (ix) Forbes (India)

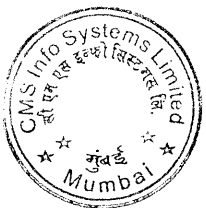


print and electronic media controlled by a media group where the media group has a private treaty/shareholders' agreement with the Company or the Promoter(s) of the Company, as applicable, details of which shall be promptly provided by the Company to the BRLMs, their legal counsels and the Service Provider in the event of any such agreement being entered into on a weekly basis, during the Applicable Period.

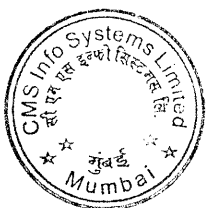
14. Providing a statement on a weekly basis by way of e-mails or otherwise, in the format of **ANNEXURE B** to this Agreement (without the details of the references to DRHP content and pages) to the BRLMs (with a copy to the Company). In addition, the Service Provider shall submit to the Company and the BRLMs, a monthly compilation with an executive summary at the end of every month and a hard-bound compilation of all the reports at the closure of the Offer, for filing the compliance report with SEBI.
15. Coordinating with the BRLMs and the legal advisors to the Company and BRLMs for prior approvals on all communications issued during the Applicable Period.
16. 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 Materials and/or Offer Advertisements issued by the Company and/or any Company Representative during the term of this Agreement, obtain written consent from the BRLMs and the legal advisors to the Company and BRLMs.
17. Conceptualising, designing, drafting, preparing of draft and final art works for all the editorial materials, advertisements and their release on timely basis as per the plans developed in consultation with and approved by the BRLMs and the Company.
18. Providing event management and media support for the listing ceremony.
19. Assisting the Company and BRLMs in taking appropriate steps in relation to any Adverse Reporting.
20. Facilitating visits of key journalists and guests on behalf of the Company.
21. Conducting media workshops for assisting the management for media interactions.
22. Any other communication and activity as advised by the Company and the BRLMs.

### III. ADVERTISING

1. The Service Provider hereby acknowledges that they are aware of the requirements specified under Regulation 60 in Chapter VI of the SEBI ICDR Regulations, and the Companies Act, as provided in **ANNEXURE A** to this Agreement, 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 60 in Chapter VI of the SEBI ICDR Regulations, other applicable laws and the Publicity Memorandum. Such Advertisements must be prepared and completed within the schedule prepared by the Company and the BRLMs.
2. The Service Provider shall develop all advertising to promote the Offer using tombstone formats accepted for such advertising. The Offer advertising campaign will comprise print, television, outdoor, radio and other medium as advised by the Company and the BRLMs.



3. The Service Provider shall develop media plans that meet the campaign objectives in terms of reach.
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.
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 counsels to the Company and BRLMs and such release is authorised by the Company and the BRLMs.
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, corrigenda and addenda and submit them to the Company, the BRLMs and the legal counsels to the Company and BRLMs for their approval.
7. The Service Provider will release the approved Offer Advertisements and Publicity Material as per the media plan and release schedule pre-approved by the Company and the BRLMs.
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 Regulation 60 of the SEBI ICDR Regulations, as annexed in ANNEXURE A, the Companies Act and other applicable laws and the Publicity Memorandum relating to Offer Advertisements and Publicity Material prepared or issued by the Service Provider.
9. The Service Provider represents to the Company and the BRLMs that it is not prohibited from acting as a public relations consultant or an advertising agency by any judicial, statutory, regulatory or administrative body.
10. The Service Provider represents that the amendments or corrections proposed by the BRLMs and the legal counsels to the Company and the BRLMs will be incorporated in letter and spirit.
11. The Service Provider shall comply with the requirements of the SEBI ICDR Regulations and applicable laws 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.
12. The Service Provider expressly agrees that it will create and maintain a back-up of media/press releases of the Company from the date of the meeting of the board of directors of the Company, in which the Offer is approved, notwithstanding that the same may have been issued prior to the commencement of the term of this Agreement. The Company agrees to provide to the Service Provider, back-up copies of all media/press releases prior to the date of signing of this Agreement, if any.
13. 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 V of this Agreement.



14. The Service Provider will buy advertising time, space and material on the Company's behalf on instructions or prior approval of the Company. The Company will honour 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.
15. The Advertisements will be released by the Service Provider based on media plans and cost estimates pre-approved by the Company.

#### IV. SERVICING TEAM

A team from the relevant groups from 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.

#### V. COMMERCIAL TERMS

1. For the scope of services mentioned in Clause II of this Agreement, the Service Provider will be paid a professional fee, as provided under the engagement letter executed between the Company and the Service Provider ("**Engagement Letter**").
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 be entitled to retain the normal agency commission given by the media, as provided under the Engagement Letter.
3. All outstation travel costs 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.
4. All other costs, reasonably and properly incurred by the Service Provider for the advertising and public relations programme in relation to the Offer, including estimated costs, which are pre-approved by the Company in writing, would be reimbursed by the Company at actuals. The Service Provider would provide supporting documents in respect of such costs.
5. The public relations-related costs include organising banquet functions, audio-visual equipment hire, travel and lodging expenses, as well as, printing and production of collaterals for conducting road-shows, will be reimbursed by the Company or paid in advance as may be required.
6. The public relations related costs would also include the third-party costs for the advertising programme, photography, illustrations, models, props, production of television films and radio spots, etc, will be reimbursed by the Company.
7. GST would be charged as applicable.



8. The Service Provider will submit GST compliant bills/ invoices (and, where applicable, voucher copies) of the media and other vendors to support its own bills and debit notes. However, the supporting may not be provided for miscellaneous costs such as stationery, STD communications, local travels for transporting media, etc.
9. Wherever the Service Provider is required to make advance payments on behalf of the Company, the same shall be pre-approved by the Company and 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.
10. The payment terms shall be as provided under the Engagement Letter:
  - a. Advertising:
    - (i) Print advertising bills will be settled within 30 (thirty) days of the release of the advertisement (All advertising releases assigned to the Service Provider will be executed through the Service Provider. The advertising related bills will be raised by the Service Provider).
    - (ii) Outdoor advertising, television payments and radio advertising bills will be made in advance, based on plans and cost estimates approved by the Company.

b. Third Party Expenses:

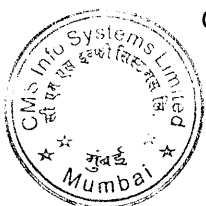
All third-party expenses related to road-shows etc. will be paid in advance based on cost estimates approved by the Company. Alternatively, they can be settled directly by the Company.

## VI. TERM OF AGREEMENT

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 relevant 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. If the services as required from the Service Provider under this Agreement is not completed within a period of 6 (six) months of the Effective Date, the Agreement shall be extendable by the Parties, as per terms of the Engagement Letter.

## VII. TERMINATION

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, all the unfinished jobs / assignments which have reached a material stage shall be completed by the Service Provider as may be mutually decided. Payments for such jobs / assignments shall be made by the Company. 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 and the decision of the Company in this regard shall be final and binding on the Service Provider. In such event the Company shall not be responsible for any compensation to the Service Provider, apart from costs actually incurred, with the approval of the Company.



2. Upon any such termination of the Agreement, the Service Provider shall immediately return /provide to the Company or any new agency appointed by the Company, all the Confidential Information, documents or other materials, reports etc. furnished by the Company or others for the purpose of this agreement.

#### VIII. CONFIDENTIALITY

1. The Service Provider will treat all information in relation to the Offer or otherwise shared by the Company and the BRLMs, whether in writing or orally, during the tenure of this Agreement as confidential and not divulge the same to anyone without their prior written consent (hereinafter the “**Confidential Information**”). “Confidential Information” shall include, but shall not be limited to, trade secrets in any form or manner, know-hows, proprietary information, financials, processes, marketing plans, forecasts, ideas, unpublished financial statements, budgets, business plans, projections, prices, costs, policies, quality assurance programs, price lists, pricing policies, software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their Affiliates, or that may be otherwise received or accessed by the Service Provider in the course of performing this Agreement.
2. The Service Provider agrees that it will: (i) only disclose Confidential Information to its employees, officers, directors, agents and contractors (collectively “**Representatives**”) on a need to know basis, provided, the Service Provider ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure and to adopt safety measures for protection of the Confidential Information against disclosure or exploitation; and (ii) not disclose any Confidential Information to any person other than as permitted under this Agreement without the prior written consent of the Company.
3. The Service Provider shall not be liable for disclosure or use of any Confidential Information if the same is:
  - (i) in the public domain;
  - (ii) rightfully received from a third party without any obligation of confidentiality;
  - (iii) rightfully known to it without any limitation on use or disclosure prior to its receipt from the Company or the BRLMs;
  - (iv) independently developed by the Service Provider;
  - (v) generally made available to third parties without any restriction on disclosure, or
  - (vi) 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 and the communicating party cooperates with the other party’s efforts to secure an appropriate protective order. When making any disclosure, the recipient will (to the extent reasonably feasible) disclose the minimum Confidential Information required to comply with the applicable law or order.
4. The provision of this Clause shall survive the date of termination or expiration of the Agreement, whichever is earlier.



## IX. LIMITATION OF BRLM's OBLIGATIONS

The Parties acknowledge and agree that notwithstanding anything to the contrary in this Agreement, the BRLMs shall have the rights specified under the provisions of Clause I (Objectives), Clause II (Scope of Services), Clause IV (Servicing Team), Clause VI (Terms of Agreement), Clause VIII (Confidentiality), Clause X (Indemnity), Clause XI (Governing Law) and Clause XII (Settlement of Disputes) 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.

## X. INDEMNITY

1. In case of breach or alleged breach 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, the Service Provider shall, at its own cost and expense, indemnify, defend and hold, the BRLMs and the Company and their respective Affiliates, directors, management, agents, advisors, representatives or employees, harmless and free from and against any and all losses, liabilities, claims, damages, actions, costs and expenses, including, attorney's fees and court costs arising out of such breach.
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, representatives, advisors (excluding BRLMs), agents or employees under this Agreement (regardless of the form of action, whether in contract, negligence, tort or otherwise) shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under this Agreement.
3. The Service Provider also undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in the format set out in **ANNEXURE C** to the BRLMs, to indemnify the BRLMs for any and all losses, liabilities, claims, actions, costs, damages and expenses, including attorney's fees and court costs (at actuals) arising out of a breach of the obligations of the Service Provider under this Agreement.

## XI. GOVERNING LAW

This Agreement shall be governed and interpreted by, and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws there under.

## XII. 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 (thirty) days, or within such extended period as the Parties may agree upon, from the date on which the dispute or difference arose, a Party may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, ("**Arbitration Act**"). 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.

The arbitral tribunal shall use its best efforts to produce a final and binding award within 12 months from the date the arbitral tribunal enters upon reference, as prescribed under the Arbitration Act. The disputing Parties shall use their best efforts to assist the arbitral tribunal to achieve this objective. Further, in the event that despite best efforts by the disputing parties, the arbitration award is not passed within such 12-month period, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties. The arbitrators shall issue a written statement of their award(s), detailing the facts and reasons on which their decision was based.

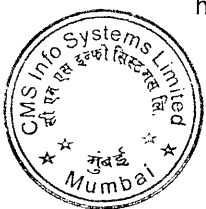
The arbitration award shall be final, conclusive and binding on the disputing Parties, the disputing Parties agree to be bound thereby and to act accordingly. Furthermore, the arbitration award shall be subject to enforcement in any court of competent jurisdiction. The place of arbitration shall be Mumbai, India and the language shall be English. Subject to the provisions of this Clause, the courts of Mumbai shall have the sole and exclusive jurisdiction in relation to any disputes arising out of this Agreement.

### **XIII. SURVIVAL**

Clauses VIII (Confidentiality), IX (Limitation of BRLM's Obligations), X (Indemnity), XI (Governing Law), XII (Settlement of Disputes) and this Clause XIII of this Agreement shall survive the termination or expiration of this Agreement, whichever is earlier.

### **XIV. MISCELLANEOUS:**

1. 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.
2. 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.
3. In the performance of this Agreement, both Parties are acting on a principal to principal basis, independent of each other. None of the employee, officials, agents or assigns of a Party can be treated as an agent of the other Party and in no case, can bind the other Party by its representations and acts.
4. If any provision/s of this Agreement is held to be prohibited by or invalidated under the applicable law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
5. 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.

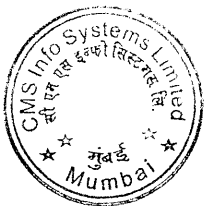


6. This Agreement shall be executed in duplicate and both copies should be treated as original for all purposes.
7. This Agreement is subject to force majeure situations. It shall be subject to incapacities based on circumstances beyond the power of either of the Parties in the Agreement, such as civil commotion, riots, and acts of God, etc.
8. Each Party hereby covenants that during the term of this Agreement and for a period of two years 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 during the Applicable Period.
9. No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to this Agreement.
10. The Service Provider shall not assign to any third party any of its rights and obligations contained herein without the prior written consent of the Company and the BRLMs.
11. 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.
12. The Company agrees to the following, as part of the obligation to this Agreement:
  - (i) to give clear direction and information to the Service Provider on activities, materials, plans and research reports;
  - (ii) to give access to and availability of the top management for direction, spokesman ship and performance reviews with prior appointment, preferably in writing; and
  - (iii) to give adequate lead-time and advance notice, as is necessary to professionally carry out services provided under this Agreement.
13. 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. and shall be addressed as follows:

In case of the **Service Provider**, to:

**Concept Communication Limited**  
Queens Mansion,  
Prescot Road, Fort  
Mumbai 400001  
**Tel:** +91 22 40558900  
**Fax:** +91 22 40558901  
**Email:** ashish@conceptindia.com  
**Attention:** Ashish Jalan, Director

In case of the **Company**, to:



**CMS Info Systems Limited**

11<sup>th</sup> Floor, Silver Metropolis,  
Off. Western Express Highway,  
Opp. SRPF Grounds,  
Goregaon (East),  
Mumbai – 400 063

**Tel:** +91 22 3325 3100

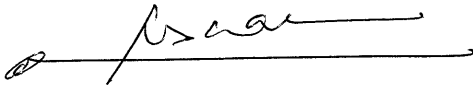
**Fax:** +91 22 3325 3106

**Email:** company.secretary@cms.com

**Attention:** Mr. Praveen Soni, Company Secretary and Compliance Officer

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

Signed and Delivered by, for and on behalf of  
**Concept Communication Limited** by the hands  
of its Authorised Signatory

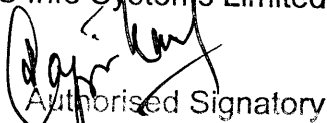


Name: NAYAN SHAH  
Designation: PRESIDENT



Signed and Delivered by, for and on behalf of  
**CMS Info Systems Limited** by the hands of its  
Authorised Signatory

For CMS Info Systems Limited



Authorised Signatory

Name:  
Designation:

**Witnesses:**

- 1.
- 2.

## ANNEXURE A

### Extract of Regulation 60 of SEBI ICDR Regulations:

#### 60. Public communications, publicity materials, advertisements and research reports.

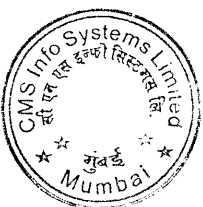
- (1) Any public communication including advertisement and publicity material issued by the issuer or research report made by the issuer or any intermediary concerned with the issue or their associates shall contain only factual information and shall not contain projections, estimates, conjectures, etc. or any matter extraneous to the contents of the offer document.
- (2) All public communications and publicity material issued or published in any media during the period commencing from the date of the meeting of the board of directors of the issuer in which the public issue or rights issue is approved till the date of filing draft offer document with the Board shall be consistent with its past practices:

Provided that where such public communication or publicity material is not consistent with the past practices of the issuer, it shall be prominently displayed or announced in such public communication or publicity material that the issuer is proposing to make a public or rights issue of specified securities in the near future and is in the process of filing a draft offer document with the Board.

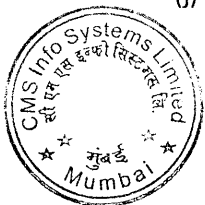
- (3) All public communications and publicity material issued or published in any media during the period commencing from the date of filing draft offer document with the Board till the date of allotment of securities offered in the issue, shall prominently disclose that:
  - (a) the issuer is proposing to make a public issue or rights issue of the specified securities and has filed a draft offer document with the Board or has filed the red herring prospectus or prospectus with the Registrar of Companies or the letter of offer with the designated stock exchange, as the case may be;
  - (b) the draft offer document, red herring prospectus or final offer document, as the case may be, is available on the website of the Board, lead merchant bankers or lead book runners.

Provided that, requirements of this sub-regulation shall not be applicable in case of product advertisements of the issuer.

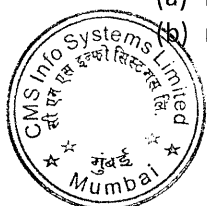
- (4) The issuer shall make prompt, true and fair disclosure of all material developments which take place during the following period mentioned in this sub-regulation, relating to its business and securities and also relating to the business and securities of its subsidiaries, group companies, etc., which may have a material effect on the issuer, by issuing public notices in all the newspapers in which the issuer had issued pre-issue advertisement under regulation 47 or regulation 55, as the case may be:
  - (a) in case of public issue, between the date of registering final prospectus or the red herring prospectus, as the case may be, with the Registrar of Companies, and the date of allotment of specified securities;



- (b) in case of a rights issue, between the date of filing the letter of offer with the designated stock exchange and the date of allotment of the specified securities.
- (5) The issuer shall not, directly or indirectly, release, during any conference or at any other time, any material or information which is not contained in the offer document.
- (6) In respect of all public communications, issue advertisements and publicity materials, the issuer shall obtain approval from the lead merchant bankers responsible for marketing the issue and shall also make copies of all issue related materials available with the lead merchant bankers at least till the allotment is completed.
- (7) Any advertisement or research report issued or caused to be issued by an issuer, any intermediary concerned with the issue or their associates shall comply with the following:
- (a) it shall be truthful, fair and shall not be manipulative or deceptive or distorted and it shall not contain any statement, promise or forecast which is untrue or misleading;
  - (b) if it reproduces or purports to reproduce any information contained in an offer document, it shall reproduce such information in full and disclose all relevant facts and not be restricted to select extracts relating to that information;
  - (c) it shall be set forth in a clear, concise and understandable language;
  - (d) it shall not include any issue slogans or brand names for the issue except the normal commercial name of the issuer or commercial brand names of its products already in use;
  - (e) if it presents any financial data, data for the past three years shall also be included along with particulars relating to sales, gross profit, net profit, share capital, reserves, earnings per share, dividends and the book values;
  - (f) no advertisement shall use extensive technical, legal terminology or complex language and excessive details which may distract the investor;
  - (g) no issue advertisement shall contain statements which promise or guarantee rapid increase in profits;
  - (h) no issue advertisement shall display models, celebrities, fictional characters, landmarks or caricatures or the likes;
  - (i) no issue advertisement shall appear in the form of crawlers (the advertisements which run simultaneously with the programme in a narrow strip at the bottom of the television screen) on television;
  - (j) in any issue advertisement on television screen, the risk factors shall not be scrolled on the television screen and the advertisement shall advise the viewers to refer to the red herring prospectus or other offer document for details;



- (k) no issue advertisement shall contain slogans, expletives or non-factual and unsubstantiated titles;
  - (l) if an advertisement or research report contains highlights, it shall also contain risk factors with equal importance in all respects including print size of not less than point seven size;
  - (m) an issue advertisement displayed on a billboard shall not contain information other than that specified in Parts A, B and C of Schedule XIII, as applicable;
  - (n) an issue advertisement which contains highlights or information other than the details contained in the format as specified in Parts A and B of Schedule XIII shall contain risk factors.
- (8) No advertisement shall be issued giving any impression that the issue has been fully subscribed or oversubscribed during the period the issue is open for subscription.
- (9) An announcement regarding closure of issue shall be made only after the lead merchant banker(s) is satisfied that at least ninety per cent. of the offer through offer document has been subscribed and a certificate has been obtained to that effect from the registrar to the issue:
- Provided that such announcement shall not be made before the date on which the issue is to be closed.
- (10) No advertisement or distribution material with respect to the issue shall contain any offer of incentives, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise.
- (11) No product advertisement shall contain any reference, directly or indirectly, to the performance of the issuer during the period commencing from the date of the resolution of the board of directors of the issuer approving the public issue or rights issue till the date of allotment of specified securities offered in such issue.
- (12) A research report may be prepared only on the basis of information, disclosed to the public by the issuer by updating the offer document or otherwise.
- (13) No selective or additional information or information which is extraneous to the information disclosed to the public through the offer document or otherwise, shall be given by the issuer or any member of the issue management team or syndicate to any particular section of the investors or to any research analyst in any manner whatsoever, including, at road shows, presentations, in research or sales reports or at bidding centres.
- (14) The merchant bankers shall submit a compliance certificate in the format specified in **Part D of Schedule XIII**, for the period between the date of filing the draft offer document with the Board and the date of closure of the issue, in respect of news reports appearing in any of the following media:
- (a) newspapers mentioned in sub-regulation (3) of regulation 9;
  - (b) major business magazines;



- (c) print and electronic media controlled by a media group where the media group has a private treaty/shareholders' agreement with the issuer or promoters of the issuer.

**Explanation:** For the purpose of this regulation:

- (I) "public communication or publicity material" includes corporate, product and issue advertisements of the issuer, interviews by its promoters, directors, duly authorised employees or representatives of the issuer, documentaries about the issuer or its promoters, periodical reports and press releases.
- (II) An issue advertisement shall be considered to be misleading, if it contains:
- (a) Statements made about the performance or activities of the issuer without necessary explanatory or qualifying statements, which may give an exaggerated picture of such performance or activities.
- (b) An inaccurate portrayal of past performance or its portrayal in a manner which implies that past gains or income will be repeated in the future.



## ANNEXURE B

*[On the letter head of the Service Provider]*

Date: [●]

**Kotak Mahindra Capital Company Limited**

1<sup>st</sup> Floor, 27 BKC,  
Plot No. C-27, "G" Block  
Bandra Kurla Complex  
Bandra (East)  
Mumbai 400 051

**Axis Capital Limited**

Axis House, Level 1, C-2  
Wadia International Centre,  
Pandurang Budhkar Marg  
Worli, Mumbai 400 025

**UBS Securities India Private Limited**

2/F, 2 North Avenue,  
Maker Maxity,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai 400 051

*(collectively referred to as the "BRLMs")*

Ladies and Gentlemen:

**Information with respect to the news reports for the proposed initial public offering of equity shares of ₹ 10 each of CMS Info Systems Limited (the "Company") (the "Equity Shares" and such offering, the "Offer")**

Pursuant to the service provider agreement dated September 1, 2017 (the "**Service Provider Agreement**"), 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 (the "**Service Provider**"), confirm that the following is true and correct in respect of news reports appearing in any of the following media and there has been no news reports in any such media, other than as mentioned in the table below:

- (a) newspapers mentioned in Regulation 9(3) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended, being all editions of such statutory newspapers (English, Hindi and Marathi) as may be decided by the Company in consultation with the BRLMs and intimated to the Service Provider;
- (b) major business magazines and journals;

For purposes of this confirmation, the following magazines have been considered as "major business magazines":





**Indian Business Magazines:**

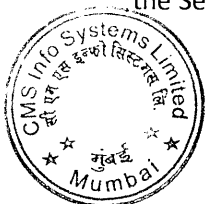
- (i) Business Today
- (ii) Outlook Business
- (iii) Business India
- (iv) Business World
- (v) Outlook Money
- (vi) Fortune (Indian)
- (vii) Dalal Street Journal
- (viii) Capital Market
- (ix) Forbes (India)

- (c) print and electronic media controlled by a media group where the media group has a private treaty/shareholders' agreement with the Company or its Promoter(s).

Sr. No.	News report details (Newspaper, date, etc.)	Subject Matter	Whether the contents of the news report are supported by disclosures in the DRHP (Yes/No)	If yes, page numbers in the DRHP where the disclosures are made	If no, action taken
a)	Newspapers as per Regulation 9(3) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009	[•]	[•]	[•]	[•]
b)	Major business magazines	[•]	[•]	[•]	[•]
c)	Print and electronic media controlled by a media group where the media group has a private treaty/shareholders' agreement with the Company or its Promoter(s)	[•]	[•]	[•]	[•]

*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.*

The certificate is true and complete to the best of the Service Provider's knowledge. The above certificate pertains to the media where the Offer advertisements have been published in major business magazines. The contents of the news reports being supported by disclosures in the DRHP, the red herring prospectus and the prospectus and the relevant page numbers have been filled by the Service Provider on best effort basis and on the basis of information provided by the BRLMs, and



to that extent the BRLMs can rely on their confirmation for providing their compliance certificate to SEBI in this regard.

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 Affiliates and directors, officers, management, representatives, agents, advisors or employees of the BRLMs, free and harmless from and against any and all losses, liabilities, claims, actions, costs, damages and expenses arising out of any such default on the part of the Service Provider. The maximum aggregate liability of the Service Provider together with its partners, Affiliates, associates or contractors towards the Company under this Agreement, shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under this 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 advisors and BRLMs in respect of the Offer. This indemnity will survive the expiry / termination of the Service Provider Agreement.

This certificate and indemnity shall be governed by and construed in accordance with Indian law. Any dispute arising in relation to this certificate may be referred by any BRLM or Service Provider to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended ("**Arbitration Act**"). 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 15 days of receipt of the second arbitrator's confirmation of his/her appointment.

The arbitral tribunal shall use its best efforts to produce a final and binding award within 12 months from the date the arbitral tribunal enters upon reference, as prescribed under the Arbitration Act. The disputing Parties shall use their best efforts to assist the arbitral tribunal to achieve this objective. Further, in the event that despite best efforts by the disputing parties, the arbitration award is not passed within such 12-month period, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties. The arbitrators shall issue a written statement of their award(s), detailing the facts and reasons on which their decision was based. The arbitration award shall be final, conclusive and binding on the disputing Parties, the disputing Parties agree to be bound thereby and to act accordingly.

The place of arbitration shall be Mumbai, India and the language of arbitration shall be English. Subject to the above, the courts of Mumbai, India shall have sole and exclusive jurisdiction in relation to any disputes arising out of this certificate.

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

Sincerely,

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



---

**Authorised Signatory**

**Name:**

**Designation:**

**Date:**



ANNEXURE C

[To be executed on stamp paper]

LETTER OF INDEMNITY

Date:

**Kotak Mahindra Capital Company Limited**

1<sup>st</sup> Floor, 27 BKC,  
Plot No. C-27, "G" Block  
Bandra Kurla Complex  
Bandra (East)  
Mumbai 400 051

**Axis Capital Limited**

Axis House, Level 1, C-2  
Wadia International Centre,  
Pandurang Budhkar Marg  
Worli, Mumbai 400 025

**UBS Securities India Private Limited**

2/F, 2 North Avenue,  
Maker Maxity,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai 400 051

(collectively referred to as the "BRLMs")

Dear Sirs,

**Re: Service Provider Agreement entered into between Concept Communication Limited and CMS Info Systems Limited ("Company") dated September 1, 2017 ("Agreement").**

The Company and the Selling Shareholder (as defined herein), proposes to undertake an initial public offering of equity shares of ₹ 10 each of the Company ("Equity Shares"), comprising of an offer for sale by Sion Investment Holding Pte. Limited ("Selling Shareholder") ("Offer") in accordance with the Companies Act, 2013 and the rules thereunder, to the extent notified, and the Companies Act, 1956 and the rules thereunder, to the extent in force, as the context may require, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended (the "SEBI ICDR Regulations"), and other applicable laws at such price as may be determined or discovered based on the book building process and agreed to by the Company and the Selling Shareholder in consultation with the BRLMs. The Offer may also include allocation of Equity Shares to certain Anchor Investors, by the Company and Selling Shareholder in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations.

Concept Communication Limited ("Service Provider") has entered into the Agreement with the Company in relation to a public relations programme with respect to the Offer in compliance with the SEBI ICDR Regulations and to provide advertising and media related services in accordance with the provisions of the SEBI ICDR Regulations and the Service Provider has accepted its appointment as an advertising agency pursuant to an engagement letter dated September 1, 2017. The Service Provider confirms that it has read the SEBI ICDR Regulations, Publicity Memorandum and other



applicable laws in relation to its scope of work to be undertaken under the Agreement and is fully aware of its obligations and the consequences of any default on its part. The Service Provider acknowledges that the BRLMs may be exposed to liabilities or losses if the Service Provider fails to comply with its obligations under the Agreement.

The Service Provider undertakes to the 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 and their obligations mentioned under the Agreement, (b) ensure compliance with applicable laws, and (c) comply with the terms and conditions of the Agreement.

Further, pursuant to the provisions of the Agreement, the Service Provider has undertaken to execute and deliver this letter of indemnity to each of the BRLMs to indemnify, at all times, each of them and their Affiliates, employees, agents, representatives, advisors and management for any and all losses, liabilities, claims, damages, actions, awards, judgments, costs and expenses, including, reasonable attorney's fees and court costs arising out of a breach of the Service Provider's obligations under the Agreement and this letter of indemnity. The Service Provider agrees that Clauses II, III and IV of the Agreement are incorporated in this letter *mutatis mutandis*.

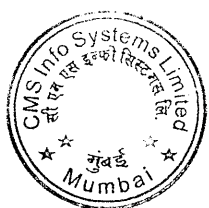
Accordingly, the Service Provider hereby irrevocably undertakes and agrees that in case of breach or alleged breach of any provision of law, regulation or order of any court or regulatory authority or of any of the terms and conditions mentioned in the Agreement by the Service Provider and/or its partners, representatives, officers, directors or other persons acting on its behalf, and/or if any information provided by the Service Provider to the BRLMs is untrue, incomplete or incorrect in any respect, the Service Provider shall, at its own cost and expense, indemnify, defend and hold, each of the BRLMs, and their respective affiliates, directors, management, representatives, employees, officers, advisors and agents (the "**BRLM Indemnified Party**"), harmless and free from and against any and all losses, liabilities, claims, damages, actions, awards, judgments, costs and expenses, including without limitation, attorney's fees and court costs arising out of such breach. The maximum aggregate liability of the Service Provider shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under the Agreement.

This indemnity shall be effective from the date of execution of the Agreement. The indemnity provided in this Letter of Indemnity shall survive the expiry/ termination of the Agreement whichever is earlier.

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

The Service Provider acknowledges and agrees that each of the BRLMs shall have the rights specified under the provisions of Clause I (Objectives), Clause II (Scope of Services), Clause IV (Servicing Team), Clause X (Indemnity), Clause XI (Governing Law) and Clause XII (Settlement of Disputes) of the Agreement but shall not have any obligations or liabilities 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.

The Parties acknowledge and agree that all terms and conditions mentioned in the Agreement will apply to this letter, wherever applicable.



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.

All notices and communications issued under this letter or the Agreement shall be in writing and (a) delivered personally, or (b) sent by telefacsimile or other similar facsimile transmission, or (c) sent by registered mail or prepaid postage, at the addresses or facsimile numbers as specified below or sent to such other addresses or facsimile numbers as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this letter or the Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; if delivered by telefacsimile or similar facsimile transmission, be deemed given when electronically confirmed; and if sent by registered mail, be deemed given when received.

In case of BRLMs:

**Kotak Mahindra Capital Company Limited**

1<sup>st</sup> Floor, 27 BKC,  
Plot No. C-27, "G" Block  
Bandra Kurla Complex  
Bandra (East)  
Mumbai 400 051

**Axis Capital Limited**

Axis House, Level 1, C-2  
Wadia International Centre,  
Pandurang Budhkar Marg  
Worli, Mumbai 400 025

**UBS Securities India Private Limited**

2/F, 2 North Avenue,  
Maker Maxity,  
Bandra-Kurla Complex,  
Bandra (East), Mumbai 400 051

In case of Service Provider:

**Concept Communication Limited**

Queens Mansion,  
Prescot Road, Fort  
Mumbai 400001

**Attention:** Ashish Jalan  
Fax: +91 22 4055 8901

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



Yours sincerely,

For and on behalf of **CONCEPT COMMUNICATION LIMITED**

\_\_\_\_\_  
**(Authorised Signatory)**

**Name:**

**Designation:**

For and on behalf of **Kotak Mahindra Capital Company Limited**

\_\_\_\_\_  
**Countersigned by**

**(Authorised Signatory)**

**Name:**

**Designation:**

For and on behalf of **Axis Capital Limited**

\_\_\_\_\_  
**Countersigned by**

**(Authorised Signatory)**

**Name:**

**Designation:**

For and on behalf of **UBS Securities India Private Limited**

\_\_\_\_\_  
**Countersigned by**

**(Authorised Signatory)**

**Name:**

**Designation:**

