

Date-11.07.2025

To,
Monolithisch India Limited
Harsh Tekriwal
Managing Director
Plot No. 381, Village - Utaraha P.S. Neturia Purulia,
WB 723101 IN, Purulia, West Bengal, India, 723121

Dear Harsh,

Please find below the terms to provide public relations service to **Monolithisch India Limited** ("Monolithisch"). The terms of the Public Relations Service Agreement and scope of work is as described below.

In order for Value 360 Communications Limited (Formerly known as Value 360 Communications Private Limited") to commence services, these terms need to be accepted in writing. Acceptance (including but not limited to through e-mail), by Monolithisch of these terms will confirm the scope of work, services, payment and other terms of this agreement and shall be a binding Agreement between Value 360 Communications Limited and the Monolithisch.

For Value 360 Communications Limited
(Formerly known as Value 360 Communications Private Limited")



Kunal Kishore
Chairman and Managing Director

Date : 10.07.2025
Place: New Delhi

Value 360 Communications Limited

(Formerly Known as "Value 360 Communications Private Limited")

T: +91 11 4665 8888 E: info@value360india.com CIN: U22222DL2009PLC189466

HEAD OFFICE

43-A, Ground Floor, Okhla
Phase-3, Okhla Industrial Estate,
New Delhi, Delhi - 110020, India.
GSTIN/UIN: 07AADCV0015E1ZX

MUMBAI BRANCH

Office No. 201, 202, 2nd Floor, Santacruz West, Swami
Vivekanand Marg, Old Mahehwar Villa, Business Suites 9,
Mumbai, Mumbai Suburban, Maharashtra, 400054, India.
GSTIN/UIN: 27AADCV0015E1ZV

BANGALORE BRANCH

8/2 Novel Office Central, Yellappa Chetty
Layout, Ulsoor Road, Opposite Conrad Hotel,
Bangalore 560042, India
GSTIN/UIN: 29AADCV0015E1ZR

PUBLIC RELATIONS SERVICE AGREEMENT

This Public Relations Service Agreement ("PR Service Agreement") is entered into as of **July 10, 2025**, by and between:

Value 360 Communications Limited (formerly known as Value 360 Communications Private Limited), a communications management advisory, a Company incorporated under the laws of India, being registered under the Companies Act, 1956 and existing under the Companies Act 2013, having CIN: U22222DL2009PLC189466, bearing GST No. 07AADCV0015E1ZX, having its registered office at 43A, Okhla Industrial Estate Phase 3 Rd, Okhla Phase III, Okhla Industrial Area, New Delhi - 110020 [hereinafter referred to as "**Agency**" which expression shall mean and include its associate(s), affiliate(s), and assign(ies)] of the First Part;

AND

Monolithisch India Limited, a Company incorporated under the provisions of the Companies Act, 2013, having CIN U26999WB2018PLC227534, bearing GST No. 19AAMCM0346G1ZE, having its registered office at Plot No. 381, Village: - Utaraha P.S. Neturia Purulia, West Bengal, India, 723121 [hereinafter referred to as "**Client**" which expression shall mean and include its associate(s), affiliate(s), and assign(ies)] of the Second Part.

Individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS the Client is engaged in providing marketing support to various customers ("End Clients");

WHEREAS the Client desires to engage the Agency to provide public relations (PR) services for the End Clients identified and introduced by the Client, and

WHEREAS the Agency agrees to provide such PR services to the Client on the terms and conditions set out below.

WHEREAS, the Client needs the services of qualified, competent, and experienced Public Relations Practitioner to provide consultancy on public relations and to help manage and implement its Corporate PR Campaign (the "**Services**");

WHEREAS, the Agency represents that it has and maintains substantial capital or investment, equipment, and materials, as well as the manpower with the required skills and expertise, necessary in the conduct of its business, and that it has been granted the necessary permits and licenses that would enable it to competently and efficiently provide the Services required by the Client;

WHEREAS, the Agency has presented itself to be qualified, competent and experienced in the field of Corporate Public Relations, capable of providing the needed services and managing the Campaign for the Client, as may be required by the Client and has agreed to engage its Services upon the terms and conditions provided herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

I. Terms of Agreement

- 1. Duration:** The term of this Agreement is effective for **9 months**, starting from **July 10, 2025** to **March 31, 2026** ("**Term**"). Upon expiry of the Term, the commercial terms will lapse until renegotiated.

2. Professional Retainer Fee:

- a. The **monthly professional fee** to be paid by Client to Agency for the scope of work attached in **Schedule I** during the Term will be **₹ 3,80,000/- (Rupees Three Lakhs Eighty Thousand)**, exclusive of applicable taxes. Invoices for the said monthly professional retainer fee will be raised at the beginning of each month.
 - b. In the event, the parties terminate the engagement before the expiry of the Term subject to completion of lock-in period of 3 (three) months, the scope of work performed additionally on pro-rata basis for the months worked by Agency shall be evaluated by and thereafter shared with the Client for pro-rata payment for additional Fees besides the monthly retainer payment before the end of the termination notice period.
 - c. Further all work related to the crisis shall be charged additionally over and above the monthly professional fee on the basis of mutual discussion between the parties. Any activity outside the agreed scope of work as mentioned in Schedule I shall be charged additionally by the Agency on mutually agreed rates.
 - d. **Inclusions and Exclusions:**
 - i. **The Retainer Fees includes:**
 - All costs of executive/secretarial time spent in the Client Service;
 - Content Development;
 - Media Outreach;
 - Media Monitoring of Brand Coverages;
 - Cities covered: **Delhi, Mumbai, Bangalore, Hyderabad, Kolkata, Raipur/** (English language publications only); and
 - ii. **The Retainer Fees excludes:**
 - Outstation travels, on actual, undertaken by Agency executives on behalf of the Client;
 - Expenses towards venue booking for press conferences, lunch/dinner, gifts, cabs, press docket, etc;
 - Translation of press releases from English into regional languages;
 - Media Gifts;
 - Media Training Workshops;
 - Influencer Engagements;
 - Social Media Management except LinkedIn
 - Paid media collaborations like Podcasts, Awards, Panel Discussions, etc;
 - Regional PR in any language
 - Tracking Print and electronic coverages of competitors
 - Tracking Client coverage in TV channels
 - Event and IP curation;
 - Share of Voice (SOV) Computation; and
 - Creating Infographics
 - The third-party costs related to execution of the programme like investor meet hotel venues, travel, equipment hire for conferences, printing, design and development of blogs, newsletters, websites, videos, infographics etc. will be charged at actuals. All such expenses will be incurred after the approval of the client
3. **Geographic Coverage:** The above professional retainer fee covers activities in **Delhi, Mumbai, Bangalore, Hyderabad, Kolkata, Raipur ("Geographic Coverage")** in English news publications. Activities that may need to be undertaken outside of this Geographic Coverage would attract additional cost and would be undertaken either by Agency staff and/or by Agency affiliates. The Agency would submit an estimate of such costs in advance and obtain the Client's approval in writing.

4. **News Monitoring and Analysis:** News monitoring and analysis is an outsourced service. The Agency will submit a quote from its preferred partner upon request from the Client. Invoices for the said news monitoring fee will be raised by the Agency at the beginning of each month along with monthly retainer fee.

5. **Third Party Expenses, Payments and Agency Commission:**

- a. The Professional retainer Fee does not include expenses towards media and other events; press kits; travel; hospitality; accommodation and subsistence when travelling on the Client's business; translations; media partnerships, award sponsorships, acquisition of images, music, media, and engagement with influencers (the "**Third Party Expenses**") as mentioned above in Clause 2 sub-clause e clause ii, the enumeration provided is illustrative and not exhaustive. Invoices for all Third-Party Expenses will be raised by Agency by the following month in which Third Party Expenses have been incurred.
- b. **Commission on Agency-Processed Payments**
The Client agrees that the Agency shall be entitled to a commission of 15% (fifteen percent) on all payments made to third-party vendors, suppliers, or service Agencies when such payments are processed through the Agency for the execution of services under this Agreement.
- c. **Payment Flow and Commission Calculation**
 - i. The commission shall be calculated on the gross invoice amount of the third-party vendor, excluding applicable taxes.
 - ii. The Agency shall issue an invoice for the commission alongside or separately from the vendor invoice, and the Client agrees to settle this within 30 (thirty) days from the date of invoice.
 - iii. In the event that the Client delays in making payment for such invoices, the Client agrees that the Client shall be liable to pay interest on such delayed payment as maybe levied on the Agency by such third-party vendor applicable under the MSMED Act, 2006 until such payment and/or realization.
- d. **Direct Payments to Third Parties**
 - i. If the Client chooses to make payments directly to third-party vendors, such transactions shall not be subject to the Agency's 15% commission.
 - ii. However, the Agency shall not be responsible for managing, negotiating, or ensuring deliverables from such vendors when payments are made directly by the Client.
- e. **Transparency and Documentation**
The Agency shall provide the Client with detailed cost breakdowns and vendor invoices for all third-party payments processed through the Agency.
- f. **Exclusions and Amendments**
Any exceptions to the commission must be mutually agreed upon in writing by both parties.

6. **Payment Period:**

- a. The payment period shall be within 30 (Thirty) days from the date of invoice unless otherwise agreed in writing.
- b. The payment for the first month is collected within 1 (one) week of the formal team induction.

7. Delayed Payments and Service Suspension:

- a. Despite anything to the contrary contained herein, Agency reserves the right to stop providing services to the Client if retainer payments and Third-Party Expenses are not made within 45 days from the date of invoice and will not be liable for any losses, expenses, costs, charges or damages resulting from such stoppage of services due to non-payment. **A 3% late fee per month** will be charged on the invoices unpaid beyond 45 days from the date of invoice.
- b. If payment is **delayed beyond 60 days from the date of invoice**, the Agency reserves the right to suspend ongoing PR activities until the dues are cleared.
- c. If **non-payment is persistent exceeding 90 days from the date of invoice**, it may lead to legal action, with all the collection and legal costs to be borne by the Client.

8. Mode and Currency of Payment:

- a. Payments shall be made via [Bank Transfer / UPI / Cheque] to the designated account.
- b. Any transaction fees or bank charges shall be borne by the Client.
- c. Unless otherwise expressly agreed, all fees, charges and expenses will be quoted and invoiced in Indian National Rupees and invoices are payable to Agency in the currency quoted in the invoice.

9. Travel Policy for Outstation Travel: If required to undertake outstation travel, all expenses of lodging and boarding and travel including air travel of the personnel of Agency will be charged extra with prior approvals from the Client.

10. Taxes:

- a. **Goods & Services Tax ("GST"):** Invoices will include applicable GST, and the Client agrees to make timely payments, inclusive of tax.
- b. **Tax Deducted at Source ("TDS"):** If the Client deducts TDS, a TDS Certificate must be provided by the Client to the Agency within the timeline stipulated under the Income Tax Act, 1961.

II. General Terms and Conditions

1. **Completeness and Accuracy:** The Client recognizes that the Agency's work is based on information, materials and instructions supplied by the Client. The Client undertakes that any information, materials and/or instructions which the Client supplies to Agency will be accurate, complete and in no way misleading. The Client shall indemnify Agency and keep Agency for any proven and adjudicated claims, liabilities, costs, losses, damages, causes of action, claims judgments, including, reasonable attorney's fees incurred or suffered by Agency as a result of and/or in relation to the said information and/or materials and/or instructions supplied by Client.
2. **Liability:** Under no circumstances and under no legal theory shall Agency be liable to the Client for any indirect, special, incidental, consequential, or punitive damages of any character, including, without limitation, damages for loss of goodwill, lost profits, lost sales or business, work stoppage, computer failure or malfunction, lost data, or for any and all other damages or losses, even if a representative of Agency has been advised of the possibility of such damages. Agency's maximum liability (regardless of form of action, whether in contract, negligence or otherwise) shall in no event exceed the professional fee already invoiced by and paid to the Agency.

3. Representations and Warranties:

3.1. Each Party represents and warrants to the other Party that:

- a. It has the capacity and full power and authority to enter into this Agreement and to carry out the terms, conditions, and provisions hereof;
- b. This Agreement constitutes a valid, legal and binding obligation, enforceable in accordance with the terms hereof except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, the discretion of the court before which any proceeding thereof may be brought, and the principles of equity in general;
- c. There are no actions, suits or proceedings pending, or to its knowledge, threatened, against or affecting it before any Governmental Authority that might adversely affect its ability to meet and carry out its obligation under this Agreement; and
- d. The execution and delivery of this Agreement has been duly authorized by all requisite corporate action, and will not contravene any provision of, or constitute a default under, any other material agreement or instrument to which it is a party, or its property may be bound.

3.2. The CLIENT further represents and warrants to the AGENCY that:

- a. to the best of its knowledge and belief, all information provided by it to the AGENCY is accurate and complete; and
- b. that the CLIENT is entitled to provide such information, and any photography, artwork, literature or other materials provided by the CLIENT for use by the AGENCY without recourse to any third party.

3.3. The AGENCY further represents and warrants to the CLIENT that:

- a. the publication of the Materials and/or the Third-Party Materials shall not infringe any copyright, or to the best of its knowledge any third-party rights or be in any other way contrary to law, unless otherwise provided by the CLIENT; and
- b. its personnel working on the Services are and shall be competent and suitable in every material respect, whether as to qualifications, experience or otherwise, to perform the Services.

4. Copyright and Intellectual Property Right:

- 4.1. It is the intention of the Parties that all Rights in any and all Materials shall be owned by the CLIENT, provided all obligations of CLIENT arising from this Agreement (including those relating to the payment of invoices) have been met, and with full rights to use them at any time. For this purpose, the AGENCY shall on the CLIENT's written request execute the necessary documentations on the unconditional assignment with full title guarantee of all Rights in the Materials provided that at the time of any such request the CLIENT has fulfilled all its obligations to the AGENCY under this Agreement;
- 4.2. The AGENCY shall inform the CLIENT as soon as possible if it intends to incorporate any Third-Party Material in the Campaign and the AGENCY will ensure that it has obtained the authority to use any such Third-Party Materials in the Campaign. The CLIENT warrants that it will fully comply with the terms of any license, permission or consent in respect of any Third-Party Materials procured by the AGENCY on or behalf of the CLIENT;

- 4.3. In the performance of the Services for the CLIENT, the AGENCY may have to use certain names, pictures, images, words and phrases, of which the CLIENT (or its parent Client) owns or holds the Rights ("**Client Materials**"). It is understood that the AGENCY is authorized to use the Client Materials only in relation to performing the Services for the CLIENT and for the Term of this Agreement and that AGENCY will inform CLIENT prior to using the same;
- 4.4. In respect of any Deliverables, Intellectual Property or identifiable idea or concept, that are presented to the CLIENT and which are not selected for use, and paid for, by the CLIENT in accordance with this Agreement ("Unselected Materials"), the AGENCY acknowledges and agrees that these shall remain the property of the CLIENT and shall remain strictly confidential and shall not be used by AGENCY in any way, including by way of communication to any third party, without the prior written consent of the CLIENT; and
- 4.5. All legal and beneficial ownership of any and all Intellectual Property Rights in and to the Agency Background Materials remains vested in the AGENCY or the relevant third party licensing such materials to the AGENCY. In the event that any Agency Background Materials are incorporated within Deliverables, the AGENCY grants to the CLIENT a perpetual, non-exclusive, irrevocable license to use the Agency Background Materials solely as part of the Deliverables to the extent reasonably necessary to enable the CLIENT to use and exploit the Deliverables as reasonably envisaged under this Agreement.

5. Approvals and Authority:

- 5.1. Any reference in this Agreement to the CLIENT's "Written Approval" shall mean Written Approval by directors or employees (the "**Authorized Person(s)**") of the CLIENT authorized to approve the AGENCY's work and/or expenditure and whose names are set out in Schedule I. The CLIENT shall notify the AGENCY in writing of any change to the Authorized Person(s) during the term of this Agreement. The AGENCY shall not be responsible for any delay in the performance of the Services resulting from the unavailability of an Authorized Person to provide Written Approval;
- 5.2. For the purposes of this Agreement, Written Approval shall mean approval signified by:
 - 5.2.1. any email, letter or purchase order from the CLIENT bearing the signature of an Authorized Person; or
 - 5.2.2. oral approval given by an Authorized Person or e-mail emanating from the individual business e-mail address of an Authorized Person provided such oral or e-mail approval is confirmed in writing within 2 (two) Business Day(s) by way of a written report from the AGENCY to the CLIENT; or
 - 5.2.3. the signature of an Authorized Person on the AGENCY's documentation.
- 5.3. After obtaining general Written Approval of Campaign plans, the AGENCY shall submit to the CLIENT for specific approval:
 - 5.3.1. draft press releases, articles, photographs and captions;
 - 5.3.2. copy, layouts, artwork and/or scripts; and
 - 5.3.3. estimates of the cost of the various items of the Campaign.
- 5.4. Written Approval by the CLIENT of drafts and proofs shall be taken by the AGENCY as authorization to proceed with publication and Written Approval of estimates provided by suppliers shall be the CLIENT's authorization for the AGENCY to enter into contracts with such suppliers on the basis of such estimates.

5.5. The AGENCY shall take all reasonable steps to comply with any requests from the CLIENT to amend or halt any plans or to cancel any schedules or work in progress, insofar as this is possible within the scope of its contractual obligations to its suppliers. Any amendments or cancellation shall be implemented by the AGENCY provided that the CLIENT shall be responsible for any costs or expenses incurred or to which the AGENCY is committed prior to, as a result of, the cancellation or amendment if such cancellation is not attributable to the AGENCY. The CLIENT shall also pay any charges imposed on the AGENCY by third parties arising from the cancellation or amendment if the cancellation or amendment is not attributable to the AGENCY.

5.6. The CLIENT undertakes to notify the AGENCY in a reasonable period, if the CLIENT considers that any statement made in any document submitted by the AGENCY to the CLIENT for approval is incorrect or misleading in any way.

6. Confidentiality:

6.1. Each of the AGENCY and CLIENT agrees that it will, and will ensure that its employees, officers, directors, agents, legal, financial and other professional advisors ("**Representatives**") will, hold in confidence the Confidential Information of the other disclosing party and (i) will take reasonable steps to protect and not disclose to any third party or use the Confidential Information or any part thereof without the disclosing party's prior written approval; and (ii) restrict the dissemination of the Confidential Information to its Representatives on a need to know basis.

6.2. The receiving party shall, where so requested by the disclosing party, impose the same obligations of confidentiality equivalent to those in Paragraph 15.1 on its own personnel and obtain written assurances from any third parties to whom Confidential Information has to be disclosed in order to enable the AGENCY to carry out its obligations under this Agreement.

6.3. Confidential Information shall not include (i) information known to the receiving party prior to the provision of such information or materials by the disclosing party; (ii) information or materials that are now or later become available in the public domain; (iii) information or materials provided to the receiving party by a third party not bound by a duty of confidentiality to disclosing party; or (iv) information independently developed by the receiving party without breach of this Agreement. Unless prohibited by law, the receiving party shall inform the disclosing party of all inquiries into or requests for the disclosing party's Confidential Information by third parties and shall disclose Confidential Information to such third parties only when legally compelled to do so and after notice to the disclosing party, or when so permitted or instructed by the disclosing party (if practicable).

7. Employment Restriction:

During the existence of the Agreement and for 12 (twelve) months after the termination of Agreement, neither party shall, without the written consent of the other, solicit or entice (either directly or indirectly) or attempt to solicit or entice any person (or authorize the taking of such action by any other person), employed by the other or has been employed by the other during the preceding 12 (twelve) months, and who has been involved with the dealing, negotiations as well as workings and execution of the Services under this Agreement, to terminate their employment with the other party.

8. Indemnity:

AGENCY and CLIENT agrees to indemnify and keep indemnified the other non-defaulting party, its officers, employees, and directors from all losses, damages, claims, expenses, costs, and outgoings incurred or suffered by the non-defaulting party on account of the following acts of the defaulting party:

Breach of provisions of this Agreement:

- a. Breach of provisions of applicable laws/rules/regulations etc;
- b. Any act or omission of the defaulting party, its agents, or servants; or
- c. Any claim against Client for violation of copyright, trademark, or other intellectual property rights or proprietary rights by a third party arising out of services provided by Agency.

9. Force Majeure:

To the extent that such Party is unable to fulfil, in whole or part, its obligations hereunder, where such inability arises by reason of a Force Majeure Event (as defined herein below), such Party shall be temporarily excused from fulfilling such obligations (but only to the extent that its inability to fulfil such obligations is caused by such Force Majeure Event) until the abatement of such Force Majeure Event; provided that such Party provides prompt written notice of such Force Majeure Event to the other Party, but in no case not later than five (5) days from the occurrence of the Force Majeure Event. In the event that a Force Majeure Event has the effect of interrupting materially the performance of the services under this Agreement for a period of more than thirty (30) days, either Party may terminate this Agreement as of a date specified by the terminating Party in a written notice of termination to the other Party without payment of any termination fee or penalty.

Force Majeure means an event where a Party is wholly or partially prevented from performing any of its obligations under the Agreement by reason of any event or condition which is beyond the control of the Parties, including, without limitation, an act of god, war, civil commotion, terrorist act, labour strike or lock-out, epidemic, destruction of facilities or materials by fire, earthquake, storm or like catastrophe and failure of systems / machinery (provided that such failure could not have been prevented by the exercise of skill, diligence and prudence that would be reasonably and ordinarily expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances).

10. Governing Law, Jurisdiction and Dispute Resolution:

- 10.1.** The Parties shall attempt in good faith to resolve any dispute, controversy, claim, or difference arising out of or relating to this Agreement ("**Dispute**") promptly by negotiations among the senior executives of the Parties. A Party seeking resolution of a Dispute shall submit such Dispute for resolution by serving a written notice of the Dispute (the "**Dispute Notice**") to the other Party.
- 10.2.** Within 3 (three) Business Days from receipt by the Party of said Dispute Notice, the Authorised Person(s) of the Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to resolve the Dispute. If the Dispute has not been resolved within 7 (Seven) Business Days from receipt of the Dispute Notice, or if the senior executives of each Party fail to meet within 3 (three) Business Days from receipt of the Dispute Notice, the Parties shall schedule (and/or re-schedule, as the case may be) another meeting among their Authorised Person(s) with a view to reaching an amicable settlement on the Dispute. Should the senior executives fail to reach an agreement resolving the Dispute within 15 (Fifteen) Business Days from receipt of the Dispute Notice, a Party may submit the Dispute to arbitration pursuant to the succeeding paragraph.
- 10.3.** Any Dispute shall, upon the request of any of the Parties, be finally settled by arbitration. The seat and venue of arbitration shall be at Delhi, India. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (amended as on date), provided, that the foregoing shall not prevent any of the Parties from seeking injunctive or similar preliminary or provisional relief from a court of competent jurisdiction in accordance with applicable law. The arbitration proceedings shall be conducted in the English language. The resulting award shall be final and binding on the Parties.
- 10.4.** Prior to the resolution of a Dispute, the Parties shall continue to perform their respective obligations under this Agreement to the extent that those obligations are not the subject matter of the Dispute and shall have the option to continue to perform those obligations which are the subject matter of the Dispute.
- 10.5.** Each Party would be entitled to obtain an ex-parte interim injunction order(s) restraining the other Party to prevent any loss/anticipated loss either in material terms or in terms of Intellectual Property or causing damage/loss/harm to reputation/goodwill of the Parties, its representatives, associates or permitted assigns.

10.6. In the event of any third-party legal disputes to the implementation of the Client account (where the Agency may be named as a respondent), 50% legal costs will be borne by the Client and 50% will be borne by the Agency.

11. Severability:

If any provision of this Agreement is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court/Tribunal of competent jurisdiction holds any of the provisions of this Agreement unlawful or otherwise ineffective, the remainder of this Agreement shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

12. Notices:

All notices and other communication under this Agreement shall be in writing, in English language and shall be caused to be delivered by hand or sent by email or courier in each case to the addresses as set out below.

For Agency

Attention: Mr. Kunal Kishore

Address: Value 360 Communications Limited, 43B, Okhla Industrial Estate Phase 3 Rd, Okhla Phase III, Okhla Industrial Area, New Delhi, Delhi - 110020

E-mail: kunal@value360india.com

For Client

Attention: Mr. Harsh Tekriwal

Address: Monolithisch India Limited, Cosy Corner, Burdwan Compound, Lalpur, Ranchi G.P.O., Ranchi, Jharkhand, India, 834001

E-mail: managingdirector@monolithischindia.in

13. Stamp Duty:

The Client and Agency shall pay the stamp duty applicable and payable under this Agreement.

14. Waiver:

No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at law or in equity.

15. General Provisions:

15.1. This Agreement shall be governed by and construed in accordance with the laws of India.

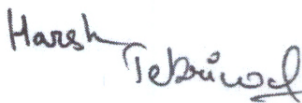



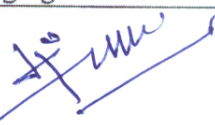
15.2. The AGENCY has been engaged in consideration of and on the basis of its qualifications, representations and warranties to the CLIENT. It shall not be allowed to assign or subcontract any portion of the Services herein except with the prior written consent of the CLIENT.

15.3. If any of the provisions contained in this Agreement shall be declared by a court having proper jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. In such an event, the Parties shall consult each other as to the manner in which their original intention and purposes can be fulfilled as closely as possible, and they will amend this Agreement accordingly.

15.4. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which counterparts collectively constitute one instrument. Furthermore, delivery of a copy of such signature by email transmission or other electronic exchange methodology will constitute a valid and binding execution and delivery of this Agreement by such Party and such electronic copy will constitute an enforceable original document.

15.5. Any amendment to this Agreement shall be done between the Parties only in writing and only then deemed as part of this Agreement. Except as otherwise provided for herein, no term or condition in this Agreement may be modified, amended or waived, except by a written amendment signed by Authorized Person(s) of both Parties.

Accepted and Agreed.

For Monolithisch India Limited	For Value 360 Communications Limited (formerly known as "Value 360 Communications Private Limited")
 Harsh Tekriwal Managing Director 	 Kunal Kishore Chairman and Managing Director
 Witness Name: <i>Aanchal Garodia</i> Designation: <i>Finance Executive</i>	 Witness Name: Rajesh Kumar Designation: Finance

Schedule I
Scope of Work- PR

1. Account Management

- a. Activating an experienced team on Account Management
- b. Conduct Fortnightly Work in Progress Calls
- c. Sharing Monthly Plans and Activity Reports
- d. Conducting Monthly and Quarterly Reviews
- e. Daily Collaboration on WhatsApp group
- f. Media Briefings for Brand spokespersons

2. PR Content Development:

- a. Press Release Drafts
- b. Spokesperson Profiles
- c. Organization Profiles
- d. Media Information Kits
- e. Guest Columns Draft
- f. Comments and Quotes for Trend Stories

3. Media Relations

- a. Developing and maintaining Media Lists
- b. Relationship Building Meetings with select media
- c. Dissemination of Press Releases on important brand announcements
- d. Exclusive Brand stories and Leadership Profiling
- e. Participation in Industry/Trend stories
- f. Participation in Data led stories
- g. Participation in Topical stories
- h. Placement of exclusive Authored Articles on Industry topics
- i. Monitoring News Coverages for Monolithisch
- j. Delivering coverages in relevant media every month

4. Crisis Communication

- a. Developing a basic Crisis Communication Playbook tailored to Monolithisch
- b. Providing real-time support in the event of adverse media or brand crises
- c. Drafting holding statements, clarifications, and official responses
- d. Engaging with media to manage reputation and correct misinformation
- e. Advising on internal and external messaging during crisis situations

Scope of Work- Investor Relations

- Assist in enhancing the investor presentation (giving update on the business highlights and financial performance of the company)
- Help to create a dynamic IR section on the website
 - Assisting the client to maintain the IR section up-to-date with press releases, investor updates, results, shareholding pattern and other communication materials
 - Creating a hygiene FAQs section on the website for the capital market community and other stake holders
- Identify and maintain lists of analysts & fund managers tracking the relevant sector, small/micro-cap companies
- Regular interaction with potential investors- PMS, HNIs, Family Offices and research houses
- Formulating the investment story
- Understanding the company's business from an investors perspective
- Peer analysis over key business value drivers as well as IR deliverables
- To understand why & where the business stands vis-à-vis its competitors
- Website IR comparison - key to corporate governance & Investor friendliness

Financial PR

- Preparing results press release
- Disseminating the results release amongst the media (shareholder cluster cities) & investor community
- Anticipate investors reaction/market gossip on key corporate initiatives/developments so that effective messages can be developed

Strategy – focused approach

1. Proactively engage with the investors keeping a sustained flow of communications

- Investor collaterals like investor presentations, investor updates

2. Connect with investors who are long term investors and prefer companies with robust business fundamentals

- HNIs, Family Offices & retail

3. Extensively use digital platforms to share positive developments with investors

- Effective use of investor centric social media platforms

Scope of Work- LinkedIn

Strategy & planning

- Yearly LinkedIn content strategy aligned to business and brand goals.
- Co- creating key content pillars and tonality guidelines.
- Identifying content opportunities (brand, thought leadership, PR amplification, topical).
- Content calendar planning- monthly
- Campaign planning
 - 1 Hub / Quarterly
 - 1 Hygiene / Monthly
- Agency will co-create the quarterly planning calendar based on the strategic inputs which the brand will provide in terms of updates , any other relevant material

Conceptualisation & ideation

- Creative conceptualisation for static posts, PR amplification posts, and video content for LinkedIn.
- Post-wise concept notes explaining thought, message, and creative direction.

Content calendar development

- Monthly content calendar detailing post titles, dates, and creative directions.
- Includes planned post type, tonality, and objective.

Copywriting

- Writing engaging, brand-aligned copy for all conceptualised posts.
- Suggested hashtags and tagging cues.

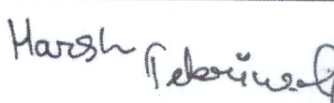


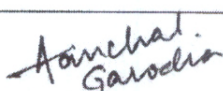
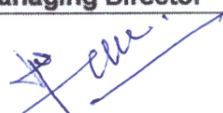
Monthly review & reporting

- Provide basic content performance review (based on client-shared data).
- Recommendations for content optimisation.

Deliverables

Particulars	Unique / Month
Unique static posts for LinkedIn (Creative conceptualisation)	4
Unique textual posts for PR amplification on LinkedIn (Creative conceptualisation)	2
Unique videos for LinkedIn (Creative conceptualisation)	2
Total Creative Services	8

Accepted and Agreed.

For Monolithisch India Limited	For Value 360 Communications Limited (formerly known as "Value 360 Communications Private Limited")
 Harsh Tekriwal Managing Director 	 Kunal Kishore Chairman and Managing Director
 Witness Name: <i>Aanchal Garsodia</i> Designation: <i>Finance Executive</i>	 Witness Name: <i>Rajesh Kumar</i> Designation: <i>Finance</i>