

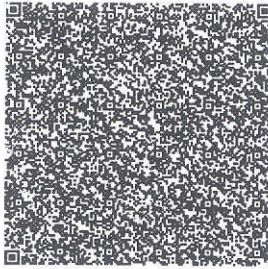
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

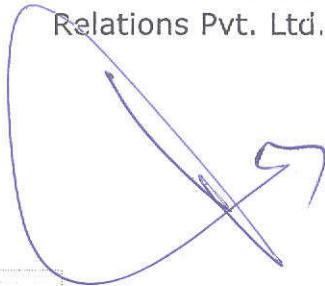
#### e-Stamp

Certificate No.	: IN-DL98117166923480P
Certificate Issued Date	: 28-Jun-2017 02:56 PM
Account Reference	: IMPACC (CR)/ dl796710/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79671097231713104776P
Purchased by	: PERFECT RELATIONS PRIVATE LIMITED
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PERFECT RELATIONS PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: PERFECT RELATIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



.....Please write or type below this line.....

This non-judicial Stamp Paper shall be part of the Agreement dated July 4, 2017 for Public Relations services between Cyient Limited and Perfect Relations Pvt. Ltd. deemed to be effective from April 1, 2017



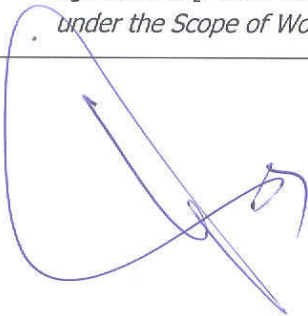
Handwritten signature

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

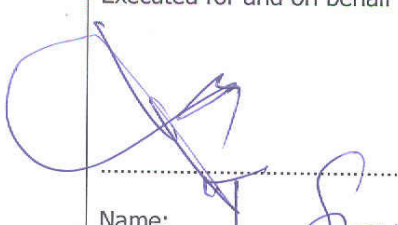
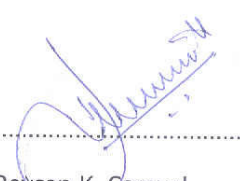
**COMMERCIAL TERM SHEET**

<b>PARTIES:</b>			
Agency:	Perfect Relations Private Limited	Client:	Cyient Limited
Address:	S - 27, 2nd Floor, Star City Mahatta Towers, District Centre Mayur Vihar Phase I, New Delhi – 110091	Address:	Plot No. 11, Software Units Layout Infocity, Madhapur Hyderabad – 500 081
<b>TERM:</b>			
Start Date:	April 1, 2017	End Date:	March 31, 2018
<input type="checkbox"/> Auto Renew			
<b>SERVICES:</b>			
Territory(ies):	Wherever Agency has its own office in India		
Services:	<input checked="" type="checkbox"/> Public Relation Services <input checked="" type="checkbox"/> Media Monitoring Services <input type="checkbox"/> Coverage Analysis Services <input type="checkbox"/> Other Services  The Services are more particularly described in each applicable Statement of Work (Annexure A).		
Media:	<input checked="" type="checkbox"/> Print Media <input checked="" type="checkbox"/> Online Media <input checked="" type="checkbox"/> Electronic media <input type="checkbox"/> Digital Services (including Display, Performance, SEM, Social, Mobile)		
<b>SPECIAL TERMS AND CONDITIONS:</b>			
1. The following are specifically excluded from the Services and fall outside the scope of this Agreement: [Media Training, Crisis Management Module, Digital PR and others which are not covered under the Scope of Work – Annexure A]			





This Commercial Term Sheet must be read alongside the Terms and Conditions ("T&Cs") and schedules which are attached to this Commercial Term Sheet. The T&Cs and schedules, together with this Commercial Term Sheet, constitute a binding agreement ("Agreement") between the parties and will apply to any media schedule, work order and/or any services supplied to the Client by Agency during the Term.

Executed for and on behalf of Client:	Executed for and on behalf of Agency:
	
Name: V. Somasundaram	Name: Royson K. Samuel
Title: Vice President	Title: Director Accounting & Administrative Services
Date: 26/07/2017	Date: 04.07.2017



This services agreement ("Agreement") is made on this 4<sup>th</sup> day of July 2017 at Delhi by and between:

**CYIENT LIMITED**, a company registered under the Companies Act, 1956 and having its registered office at Plot No. 11, Software Units Layout, Infocity, Madhapur, Hyderabad – 500 081, India (**PAN No. \_\_\_\_\_ & CIN: \_\_\_\_\_**) (hereinafter referred to as the "CLIENT" which expression shall unless repugnant to the context and meaning thereof, shall mean and include its legal representatives, successors and permitted assigns) of the One Part;

AND

**PERFECT RELATIONS PRIVATE LIMITED (CIN: U74899DL1994PTC057593)**, a company registered under the Companies Act, 1956 and having its registered office at S - 27, Second Floor, Star City, Mahatta Towers, District Centre, Mayur Vihar Phase I, New Delhi - 110 091 and principle place of business at Flat No. 103 & 104, Naik's LN Srinivasa, House No. 1-11-255, Bhagavanthapur, Old Airport Road, Begumpet, Hyderabad - 500 016 (hereinafter referred to as "Agency" which expression shall unless repugnant to the context and meaning thereof, shall mean and include its legal representatives, successors and permitted assigns) of the Second Part.

Client and Agency are collectively referred to as the "Parties" and individually as the "Party"

Mr. Anirban Sanyal, Assistant General Manager, Analyst Relations, Public Relations and Employer Brand, Cyient Limited, will be the coordinating person on behalf of the Client and Mr. Rajesh Guram, Director – Southern Region, Perfect Relations Pvt. Limited, will be the coordinating person on behalf of Agency.

## INTRODUCTION

These Terms and Conditions ("T&Cs") apply to the provision by Agency to Client of certain services, as described in the attached commercial term sheet ("Commercial Term Sheet"), and each Statement of Work. In the event of any conflict or inconsistency, the documents shall prevail in the following order: (i) the T&Cs; (ii) a Statement of Work; and (iii) the Commercial Term Sheet (subject to any express written statement in a document or part thereof that states that such document or part thereof prevails over the T&Cs).

## 1. DEFINITIONS AND INTERPRETATION

Terms not defined in these T&Cs will have the meanings set out in the Commercial Term Sheet and applicable Statement of Work. In addition, the following terms shall have the following meanings:

**"Agency Affiliate"** means any of the following: (a) companies directly or indirectly belonging to or controlled by Agency through management appointment or otherwise; (b) companies directly or indirectly belonging to or controlled by companies which directly or indirectly own or control Agency; and (c) any companies having entered into an affiliation agreement with Agency or the above-referred companies.

**"Control"** means the power of an entity to secure that the affairs of another are conducted in accordance with its wishes and "controlled" shall be construed accordingly;

**"Agency Materials"** means materials owned by Agency or Agency Affiliates prior to the date of this Agreement or developed or created or acquired by or on behalf of Agency or Agency Affiliates other than in the course of providing the Services and the derivatives of such materials;

**"Business Day"** means any day other than Sunday or a bank or public holiday in Agency's place of business;

Agreement between CYIENT Limited & Perfect Relations Private Limited





**"Charges"** means the Fees and any other costs and/or commissions and expenses payable by Client in connection with the Services

**"Client Materials"** means materials provided by Client to Agency in connection with this Agreement (including without limitation Client's name, logo and trademarks and any third party materials provided by Client to Agency in connection with this Agreement);

**"Deliverables"** means the deliverables to be provided as part of the Services, as more particularly described in each Statement of Work (where applicable) and Schedule 3 but specifically excluding tools or platforms used by Agency to provide the Services and/or deliverables;

**"Fees"** means the fees invoiced and payable by Client as set out in Schedule 2 (Fee Structure)

**"Force Majeure"** has the meaning set out in clause 16.2;

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and the right to be granted renewals or extensions of, and rights to claim priority from, these rights and all similar or equivalent rights or forms of protections which subsist or will subsist, now or in the future, in any part of the world;

**"Media"** means the media as described in the Commercial Term Sheet.

**"Services"** means the services to be provided on the Media by Agency to Client pursuant to this Agreement, as described in general terms in the Commercial Term Sheet and, where applicable, more specifically, in each Statement of Work or such other services agreed by the parties in a Statement of Work;

**"Statement of Work"** or **"SOW"** shall mean the First Agreed SOW set out in Schedule 1 as well as any additional document signed by both Parties in substantially the form set out in Schedule 1. There may be one or more SOWs under this Agreement.

**"Third Party Materials"** means materials owned by a third party (excluding, for the avoidance of doubt, Agency Materials and Client Materials).

## **2. AGENCY'S ROLE**

- 2.1. Client hereby appoints Agency to provide, and Agency agrees to provide, the Services to Client in the territory in respect of the Media specified in the Commercial Terms.
- 2.2. Agency will provide the Services: (a) with professional care and skill; and (b) in accordance with the terms of this Agreement.

## **3. CLIENT RESPONSIBILITIES**

- 3.1. Client will cooperate with Agency in all aspects relating to the Services, including, without limitation, giving Agency clear briefings and approving all Deliverables.
- 3.2. Client will be responsible for making all arrangements necessary for it to access, receive and utilise the Services and the Deliverables.



- 3.3. Client will provide required information for drafting documents like press release, press note, statements issued to media by client from time to time to Agency. Client will also provide timely details of any press conference/events to agency.
- 3.4. If Agency's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client, its agents, subcontractors, consultants or employees, such failure or delay in performance on the part of Agency shall not constitute a breach of this Agreement and Agency shall not be liable for any costs, charges or losses sustained or incurred by Client that arise directly or indirectly from such failure or delay.

#### 4. PERFORMANCE OF THE SERVICES

- 4.1. The general scope of Services to be provided by Agency to Client is set out in the Commercial Term Sheet and Schedule 1. Specific Services relevant to campaigns or specific engagements will be set out in Statements of Work.
- 4.2. Before executing any tracking from additional cities which are not part Commercial Term Sheet and Schedule 1 and Electronic media monitoring, Agency shall obtain Client's approval on service and cost. (the "**Approval Items**").
- 4.3. Upon receipt of the Approval Items, Client shall, as soon as reasonably practicable (taking into account any campaign deadlines agreed with Agency), notify Agency as to whether it approves or rejects the Approval Items. Where Client does not confirm whether it approves or rejects the Approval Items within a period of 5 Business Days, or where it starts using any Approval Items, such items will be deemed approved by Client with immediate effect. Agency shall promptly resubmit rejected Approval Items, which will then be subject to the approval process described in this clause. Any delay in approvals may result in additional third party costs for which Client shall be responsible. Agency shall be entitled to order, contract, execute or otherwise arrange for the PR idea, plan, program or campaign upon receiving the Approval Items.
- 4.4. Client may request Agency to cancel or amend any plans, schedules or work in progress forming part of the Services. Agency will use reasonable efforts to comply with any such request provided that Agency is able to do so within its contractual obligations to third parties.

#### 5. FINANCIAL PROVISIONS

- 5.1. In consideration of providing the Services, Client shall pay to Agency the Charges in accordance with Schedule 2 of this Commercial Term Sheet and each Statement of Work as may be applicable.
- 5.2. Amounts stated are exclusive of applicable tax, which shall be payable by Client in addition to the relevant amounts at the prevailing rate.
- 5.3. The Charges shall be invoiced by Agency and payable by Client in accordance with Schedule 2 or the applicable Statement of Work, in full, without set-off, counterclaim or withholding, by bank transfer into the bank account nominated by Agency in the currency specified in the invoice.
- 5.4. Unless otherwise specified, Agency shall be entitled to issue its invoices on an ad hoc basis and invoices shall be payable within 7 days of the date of the invoice.





- 5.5. For some aspects of the Services that are provided by third parties, those third parties may require an advance or down-payment. Under such circumstances, Agency will inform Client, and an invoice covering the advance or down-payment will be prepared and sent by Agency to Client for immediate settlement.
- 5.6. All out-of-pocket expenses incurred by Agency in pursuance of the fulfilment of the Services shall be recharged to Client at net cost, subject to Client's prior approval of the applicable amounts.
- 5.7. Agency shall be entitled to arrange and maintain credit insurance cover on the expenditure (including without limitation media expenditure) incurred on behalf of Client. Where, for any reason this insurance cover is either refused, withdrawn, revised or inadequate to cover the liabilities of Agency, Client agrees to arrange for suitable financial guarantees to be granted to Agency. If such guarantees are unavailable or are in Agency's opinion not sufficient to meet the commitments of Client then, Agency will invoice Client for the amount to be paid prior to commitment and such commitment shall only be made following receipt by Agency of cleared funds in payment of such invoices. If Client is unwilling and/or unable to provide advance payment or arrange for suitable (to the reasonable satisfaction of Agency) financial guarantees, Agency shall be entitled to (i) cancel existing commitments, without being responsible for any losses or additional costs incurred by Client as a result of any such cancellation, (ii) automatically suspend all of its obligations in relation to committing to other expenditure under this Agreement and/or (iii) terminate this Agreement upon no less than seven (7) days' written notice.

## **6. DATABASES, TRADEMARKS AND TRADE NAMES**

- 6.1. All Intellectual Property Rights in and to the Deliverables, other than Intellectual Property Rights in and to Agency Materials and Third Party Materials, will immediately vest in Client. Agency hereby assigns by way of present assignment of present and future rights such rights to Client.
- 6.2. As between the parties, all Intellectual Property Rights in and to Client Materials shall remain vested in Client. Client hereby grants to Agency a non-exclusive, royalty-free licence to use the Client Materials solely as necessary to perform the Services in accordance with this Agreement. Client is solely responsible for all consents and licenses required for the use of Client Materials in accordance with this Agreement and their compliance with applicable law.
- 6.3. As between the parties, all Intellectual Property Rights in and to Agency Materials shall remain vested in Agency. To the extent that any of the Deliverables incorporate or embody Agency Materials, Agency grants to Client a perpetual, irrevocable, royalty-free, non-transferable (save as permitted by this Agreement), non-exclusive licence to use such Agency Materials to facilitate and/or enable the use by Client of the applicable Deliverable(s) in accordance with this Agreement.
- 6.4. Agency shall, at Client's cost, use reasonable endeavours to obtain for Client all usage rights in Third Party Materials as agreed by the parties at the time such material is commissioned. Save to the extent that the applicable Intellectual Property Rights in and to the Third-Party Materials are assigned to Client, such Intellectual Property Rights shall remain vested in the applicable third party. Client is responsible for all other clearances.
- 6.5. Client shall only use the Services and Deliverables in accordance with any usage restrictions and licence conditions specified by Agency or third party licensor. Save as otherwise expressly



permitted by this Agreement or otherwise agreed in writing, Client shall not copy, reproduce, make derivative works of, reverse engineer, decompile or disassemble any Agency Materials or Third Party Materials or modify or remove any proprietary notices or legends placed on or within the Agency Materials or Third Party Materials.

- 6.6. Agency shall be entitled (both during and after the Term) to use the Deliverables for the purpose of promoting its own business (for example, but without limitation, on its corporate websites and in entering materials for industry awards).

## **7. WARRANTIES**

- 7.1. Agency will not be liable for delays or errors in any of the Deliverables as published unless and to the extent that this is caused by its breach of this Agreement or whether such Deliverables have been approved by the Client.

- 7.2. Agency warrants that to the best of its knowledge and belief, the use of Agency Materials in accordance with this Agreement shall not infringe the Intellectual Property Rights of any other person.

- 7.3. Save as expressly agreed otherwise under this Agreement or in writing, Agency makes no warranty and is not responsible for any third-party content (including without limitation user-generated content or material) published on or in platforms, services or channels operated by or on behalf of Client. Without limitation, Agency is not responsible for: (a) the accuracy of such content; (b) the compliance of such content with applicable laws, regulations, guidelines or codes of practice or Client's policies or requirements; (c) reporting any matters which by virtue of applicable laws are required to be reported to authorities; or (d) any third party claim in relation to such content, including without limitation a claim that such content infringes third party rights, including without limitation intellectual property, data protection and privacy rights, or a claim that such content is defamatory, libelous, slanderous or seditious.

- 7.4. Agency makes no warranty and is not responsible for any materials once such materials are released or posted in the public domain as requested or approved by Client, including, without limitation, via seeding materials on social media (being any digital platform which allows individuals or businesses to post content for viewing by others) and/or video sharing websites or the use of internet-based "widgets".

- 7.5. Client warrants that to the best of its knowledge and belief:

(a) Client Materials and all information supplied to Agency in relation to Client's products and services before and during the Term will be true, accurate, complete, up-to-date and not misleading; and

(b) Client Materials and the use of such Client Materials in accordance with this Agreement shall comply with applicable law, regulations, guidelines or codes of practice and shall not infringe the Intellectual Property Rights of any other person. Without prejudice to Client's responsibility and Agency's other rights and remedies, Agency is entitled to refuse to perform Client's request if, in Agency's opinion, such action may result in violation of any applicable law, regulation, guideline or code of practice. Where the law or an appropriate authority requests, Client shall also be obliged to provide Agency with factual evidence in respect of product or Public Relations material.

(c) Client shall ensure it has in place suitable and compatible equipment, networks and





software to receive the Deliverables and the Services.

## **8. INDEMNITIES**

- 8.1. Agency shall indemnify and hold harmless Client from and against any and all costs, expenses, charges, damages, liabilities, claims or actions of any kind which may be incurred, suffered, brought or threatened against Client arising out of (and only to the extent of) a breach by Agency of clause 7.1. Agency shall not be liable under this indemnity in respect of any costs, expenses, charges, damages, liabilities, claims or actions to the extent that these are caused by acts or omissions of Client.
- 8.2. Client shall indemnify and hold harmless Agency from and against any and all costs, expenses, charges, damages, liabilities, claims or actions of any kind which may be incurred, suffered, brought or threatened against Agency arising out of (and only to the extent of) a breach by Client.
- 8.3. The party entitled to an indemnity under this Agreement shall take all reasonable steps to mitigate the applicable costs, expenses, charges, damages, liabilities, claims or actions.

## **9. TERM AND TERMINATION**

- 9.1. The duration of this agreement is one year commencing from April 1, 2017.
- 9.2. The Term of this Agreement comes into effect on the Start Date and ends on the End Date, as indicated on the Commercial Term Sheet ("Initial Term"). If the Commercial Term Sheet indicates that the Agreement will Auto Renew then, following the End Date, this Agreement will continue for successive terms of 1 year (each a "Renewal Term") unless terminated by either party by providing not less than thirty days' prior written notice, such notice to have effect on expiry of the Initial Term or applicable Renewal Term.
- 9.3. Either party may terminate this Agreement (including all Statement(s) of Work) and/or the applicable Statement(s) of Work immediately on written notice to the other party if the other party breaches any material provision of the Agreement (including clause 15) or applicable Statement(s) of Work and (where such breach is capable of remedy) does not remedy that breach within [28 days] of being required to do so in writing. If a party has a right to terminate one or more particular Statement(s) of Work pursuant to this clause, it may choose either to terminate only the Statement(s) of Work in question or the Agreement in its entirety.
- 9.4. Either party may terminate this Agreement immediately on written notice of 3 months to the other party.

## **10. LIABILITY**

- 10.1. Nothing in this Agreement seeks to limit or exclude liability for death or personal injury caused by negligence, for fraud or for any other type of liability that cannot be limited or excluded under applicable law.
- 10.2. To the maximum extent permitted by law, neither party shall be liable to the other for any:
- (a) loss of actual or anticipated income;
  - (b) loss of actual or anticipated profits;



- (c) loss of contracts; or
- (d) for any special, indirect or consequential loss or damage of any kind,
- (e) howsoever arising in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, and including under the indemnity obligations under this Agreement.

10.3. Save in relation to the confidentiality obligations under clause 13, to the maximum extent permitted by law, the maximum aggregate liability of Agency to Client under or in connection with this Agreement, whether in contract, tort (including negligence) breach of statutory duty or otherwise (including under the indemnity obligations under this Agreement), shall not exceed an amount equal to 100% of the Fees (excluding, for the avoidance of doubt, any third party expenditure paid or payable by Agency on Client's behalf)) paid or payable by Client under this Agreement to Agency in the territory during the 12 months immediately preceding the relevant claim.

## 11. NON-SOLICITATION

Both Parties agrees that they will not either on its own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during the Term and for a period of twelve months thereafter solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) any employee of the other Party who has been engaged on the performance or receipt of the Services.

## 12. ASSIGNMENT AND SUB-CONTRACTING

12.1. Agency may: (a) sub-contract any or all of its obligations under this Agreement provided that Agency shall remain at all times liable for the performance of this Agreement; and (b) assign or sublicense any or all of its rights under this Agreement to any Agency Affiliate.

Save as set out in clause 12.1, no assignment, subcontracting or sublicensing is permitted.

## 13. CONFIDENTIALITY

13.1. Each party undertakes that it will not at any time hereafter use or disclose to any person, except: (i) to its professional representatives and advisors, (ii) in the case of Agency only, to its Agency Affiliates or sub-contractors (including, without limitation, business process outsourcing services providers); or (iii) as may be required by law or any legal or regulatory authority, the terms and conditions or existence of this Agreement or any business ideas, market opinions, information and/or material concerning the business or affairs of the other party which may have or may in the future come to its knowledge. Neither party shall use any such confidential information except for the performance of this Agreement or make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party. Unless otherwise agreed in writing, no intellectual property rights or licenses are implied or granted in respect of the same.

## 14. DATA PROTECTION

14.1. To the extent that one party ("**Data Controller**") passes to the other party ("**Data Intermediary**") any personally identifiable data pursuant to this Agreement: (i) the Data Controller agrees that it has such permissions and consents required to enable both parties to





use such personal data in connection with the Services; and (ii) the Data Intermediary agrees that it shall:

- (a) process the personal data in accordance with Data Controller's reasonable instructions;
- (b) protect the personal data by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal (or similar risks);
- (c) upon termination of this Agreement, cease to retain the personal data that it no longer requires under this Agreement and, at the Data Controller's option, either return the personal data to the Data Controller or destroy the personal data;
- (d) where personal data is transferred by or on behalf of the Data Intermediary to a country or territory outside of the Territory, take reasonable steps to ensure that the standard of protection applied to such personal data is comparable to the protection required under this Agreement; and
- (e) in accordance with the Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

## 15. ANTI-BRIBERY

15.1. Each party warrants and undertakes that:

- (a) it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption, Act 1988 ("**Relevant Requirements**"); and
- (b) it has and shall maintain in place throughout the Term all policies and procedures necessary to ensure compliance with the Relevant Requirements.

## 16. GENERAL

Unless otherwise agreed by the parties, Agency acts in all its contracts as a principal and not as agent for Client in respect of dealings with media owners and other third party suppliers ("Suppliers") and shall place orders and enter into contracts with the Suppliers in its own name and on its own account. Nothing in this Agreement is intended to or shall operate to create a partnership or relationship of principal and agent between the parties.

16.1. The service of proceedings, and any notice of termination, given under or in connection with this Agreement shall be in writing (excluding email) and served by hand, prepaid first class recorded delivery or prepaid international recorded airmail to the other party's address. Such notice shall be deemed to have been served at the time of delivery. All other communications (including in relation to approvals) under this Agreement may be given via email and shall be deemed received upon sending, save in the case of manifest technical error.

16.2. Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement (other than payment obligations) caused by circumstances beyond its reasonable control ("Force Majeure Event"). The affected party shall use all



reasonable endeavours to mitigate the effect of the Force Majeure Event.

- 16.3. No provision of this Agreement (or any document entered into in connection with this Agreement) shall be modified or varied without the written consent of the parties.
- 16.4. No delay, failure or omission (in whole or in part) in exercising or pursuing any right or remedy under this Agreement will be construed as a waiver of that right or remedy.
- 16.5. **The provisions of Clause 1** (Interpretations and Definitions), 6 (Databases, trademarks and trade names), 7 (Warranties), 8 (Indemnities), 10 (Liability), 11 (Non-Solicitation), 13 (Confidentiality), 14 (Data Protection), 15 (Anti-Bribery) and 16 (General) shall survive termination or expiry of this Agreement.
- 16.6. This Agreement may be signed in counterparts and by the parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.
- 16.7. A person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.
- 16.8. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the parties in relation to such subject matter. In entering into this Agreement, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in this Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.
- 16.9. If any provision of this Agreement is found to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement, which will remain in full force and effect.
- 16.10. This Agreement (and any and all disputes arising out of or in connection with this Agreement (including without limitation any alleged breach, or challenge to the validity or enforceability, of this Agreement or any provision hereof)) shall be subject to the laws of India.
- 16.11. This Agreement and all questions/disputes concerning the validity, interpretation or performance of any of its Terms or provisions, or of any rights or obligation of the parties hereto, be submitted for final and binding settlement to arbitration under the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be at Delhi. In the event of any third party legal disputes occurred due to misrepresentation or misstatement made by either party (where the non-defaulting party may be named as a respondent) all legal costs will be borne by such defaulting party.





**IN WITNESS WHEREOF** the Parties hereto have set their hands to this Agreement on this day, month and year written hereinabove.

**CYIENT LIMITED**

**PERFECT RELATIONS PRIVATE LIMITED**

Signature: \_\_\_\_\_

Name : T. Somasundaram

Title : Vice President

Date : 26/07/2017

Signature: \_\_\_\_\_

Name : Royson K. Samuel

Title : Director Accounting & Admin Services

Date : 04.07.2017



## **SCHEDULE 1: FIRST AGREED SOW**

This Statement of Work ("SOW") dated April 1, 2017 is made pursuant to and is governed by the Services Agreement dated July 4, 2017 ("**Agreement**") entered into between CYIENT Limited ("Client") and Perfect Relations Private Limited ("**Agency**").

The Parties hereby agree as follows:

1. Client wishes to obtain and Agency has agreed to provide the Services as described in this SOW in accordance with the terms of the Agreement.
2. In the event of any conflict between the terms and conditions of this SOW and the terms of the Agreement, the terms of the Agreement shall prevail to the extent of the conflict or inconsistency, save where this SOW is expressed to vary by mutual agreement of the Parties, a specific clause in the Agreement.
3. Unless the context otherwise requires, terms in this SOW will have the meaning set out in the Agreement.
4. Services

Agency shall provide the following Services to Client: As per Annexure A enclosed

5. Duration of the Services

Start Date: April 1, 2017

End date: March 31, 2018

6. Service Fee

In consideration of complete and satisfactory performance of Services and provision of Deliverables specified here, CLIENT shall pay to the Agency, for each month, a fee of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only) plus applicable service taxes/GST thereon ("**Service Fee**"), payable in the manner set forth in the Payment Schedule below.

7. **Payment Schedule**

1. The aforesaid Service Fee for each month, plus applicable service tax thereon, shall be payable by Client to the Agency within 7 (seven) working days from the date of receipt of the invoice from the Agency.
2. The Service Fee shall be exclusive of service tax.
3. All payments under the Agreement shall be made after deduction of applicable tax deducted at source.
4. In addition to the Service Fee, Client shall also reimburse the Service Provider, all out of pocket expenses on actual basis (that are pre-approved by Client), incurred by the Agency for rendering Services and submitting the Deliverables under this Agreement subject to production of original bills and supporting documents, that shall include extraordinary stationary postage expenses required for press releases press kits, intercity travel (if any) hotel accommodation, conveyance etc.

Confidential

Agreement between CYIENT Limited & Perfect Relations Private Limited



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15



## Annexure A

FY 2017-2018

### Scope of Work

Pillars of Communication	Expectations from PR	Details	Goals per year	Target Group Addressed	Remarks
Consolidate	Press Conference/ Press Briefings	Communicate company announcements to the media by organizing press briefings/ conferences as per the requirements	As needed (typically, 2-3 per year)	Clients, Community, Talent and Investors	*Depending on Cyient's business announcements
	Press Releases	Communicating Cyient' announcements and updates through press releases	As needed (typically, 15-17 per year)	Clients, Community, Talent and Investors	*Depending on Cyient's business announcements including quarterly results
	Industry, Macro-Economic and HR trend Stories	Identify media and find opportunities to place Cyient in relevant industry stories and to create Cyient as the point of referral. These stories are around global and trends within Engineering services and larger IT/ITES industry; Employer of Choice initiatives, HR Best Practices and macro economic developments within the country	16-19 Industry stories in national and regional media per year across business verticals	Clients, Community, Talent and Investors	*Depending on spokesperson's availability
	Corporate/Industry Events	Leverage company's participation in events, with the trade media present at the event. Also identify and share opportunities to participate in prominent industry forums and events.	5-6 industry events per year across the verticals - relevant ones will be leveraged with media depending on media's interest.	Talent, Clients and Investors	







Connect	Relationship Building Meetings	Establishing national media connect for Cyient through informal media meetings and enhancing media relations and foothold in key regions	6-8 informal meetings per year with key media	Clients, Community, Talent and Investors	*Depending on spokesperson's availability
	Industry Journals and Magazines - SBU's	Building a strong foundation and enhancing connect with the trade media and creating Cyient brand endorsers within the industry by participating in proactive trend and feature stories, profiling, case studies, articles and so on  Tap story opportunities for Cyient's different verticals, especially, Medical Devices, Design-led manufacturing, and Data Analytics. * target Online media also for the aerospace industry	9-11 stories per year	Clients, Community, Talent and Investors	*Depending on spokesperson's availability
Collaborate	National Channel Slots	Scheduling interactions with Electronic Media for Client. Interactions to be scheduled with top National media namely CNBC TV18, CNBC Awaaz, and NDTV Profit, Bloomberg TV, ET Now, Zee News etc	12-16 slots on National Channels on Quarterly Results.	Talent, Clients, Investors, Community	*Depending on spokesperson's availability
	Corporate and Spokesperson Profiling	Identifying opportunities to profile Client and its leadership team across division and areas of focus	4-6 per year	Talent, Clients, Investors and Community	*Depending on spokesperson's availability
Continue	Cyient Branded Properties/Events/Activities	Conceptualize and execute marquee properties, led by Client	1-2 per year	Community, Talent	
	Media Relations and Co-ordination	Maintaining constant connect with the key media and keep company's name in their mind so that they mention about co. in any related stories along with media intelligence and media inputs	Ongoing	NA	
	Media Tracking & Intelligence	*Constant tracking and monitoring of coverage received. Compiling and Sharing weekly, monthly, quarterly and annual reports as per the requirements.	Ongoing	NA	
	Details				

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