

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 ____ day of _____ 2024 and entered into:

BY AND BETWEEN:

Adfactors PR Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at City Hall, Oasis Complex, Kamala Mills Compound, Pandurang Budhkar Marg, Lower Parel (West), Mumbai 400013 (hereinafter referred to as the "**Adfactors PR**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the ONE PART,

AND

Ecos (India) Mobility & Hospitality Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 45, First Floor, Corner Market Malviya Nagar, New Delhi - 110017 (hereinafter referred to as the "**Client**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the OTHER PART.

Adfactors PR and the **Client** shall also hereinafter be jointly referred to as the "**Parties**" and severally as the "**Party**".

WHEREAS:

1. The Client has approached Adfactors PR to provide Investor Relations services and Adfactors PR has agreed to provide the same.
2. The Parties hereto have agreed to *inter-alia* record the terms and conditions mutually agreed upon between them as appearing hereinafter.

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

I. OBJECTIVES & SCOPE OF SERVICES:

As per Annexure 1

II. SERVICING TEAM:

A team from the relevant Group from Adfactors PR, Mumbai will service the Client. The team will be supported by the branch network and representatives of the markets covered under this Agreement.

III. MARKETS COVERED:

The Agreement covers the services to be provided in the city of Delhi. Activities at locations not covered in the Agreement would be chargeable as mutually agreed between the Parties.

IV. COMMERCIAL TERMS:

1. For the scope of the services specified in the Agreement, a monthly retainer fee of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) shall be payable to 'Adfactors PR Pvt. Ltd.'.
2. The following costs will be charged at actuals:
 - i. Bulk postage/courier, bulk photocopying, car hire, cost of media interactions etc.
 - ii. Translation of press releases and media coverage into different languages as required
 - iii. Cost of TV media monitoring and providing CDs or links of the coverage
 - iv. Outstation travel expenses including lodging & boarding and other incidental expenses
 - v. Design and printing of stationery and publications – like printing of newsletter, press kits etc.
 - vi. Cost of venue and F&B charges for analyst meets/ facility visits/ press meets/ conferences as also cost of backdrop/ banners/ AVs or equipment hiring, video conferencing, webcasting, transcription etc.
 - vii. Arranging and commissioning special projects like market research or organising seminars, conferences or trade workshops or any third party expenses
 - viii. Influencers/ digital campaigns (100% advance payment)
 - ix. Any other ancillary and incidental third party expenses incurred by Adfactors PR on behalf of the Client

The expenses mentioned in 'iv' to 'ix' above will be incurred with the prior approval of the Client.

3. Any Influencers/ digital campaigns assigned to Adfactors PR or its sister concern Adfactors Advertising will be charged based on tariffs / negotiated rates. Adfactors PR/ Adfactors Advertising will be entitled to retain the normal 10% agency commission.
4. Invoices will be submitted at the beginning of the month. The fees are payable within 7 days of the submission of the invoice.
5. Any Work Order or similar document including but not limited to any code of conduct, policies or registration documents received from the Client shall be for billing reference only and such document shall not take precedence over this Agreement.
6. Goods and Service Tax and other applicable taxes, if any, will be charged separately in addition to the above mentioned fees and expenses. For clarification, the third party expenses will be charged in full inclusive of taxes charged by the vendor (net of input credit available to Adfactors PR, if any) plus applicable GST.
7. Interest at the rate of 18 percent per annum will be charged on the amount due for more than 30 days from the date of invoice.
8. Exclusions: Adfactors PR provides a range of services which maybe required on a project basis if and when the need arises. Such services, when mandated, will be charged after mutual agreement on a project basis with prior approvals.

Sr. No.	Services
1	Transactions such as IPO, FPO, Right issues, IDR, GDR, listing, delisting, M&A, Debt, restructuring, fund raising, funding, investment and similar activities.

2	Social media monitoring or in-depth contextual listening
3	Special digital campaigns to address specific issues or constituencies
4	Production of video films, podcasts, microsites, apps, etc
5	Design and production of reports, books, whitepapers, newsletters
6	Non-media events targeting specific constituencies
7	Crisis services like audits, preparedness programs & simulations, fake news management and prolonged crisis situations
8	Internal communication programs for educating employees on key change initiatives, integration post-M&A & inside-out employee advocacy
9	Creation & management of digital newsroom
10	Policy advocacy programs for generating public support on specific policy issues
11	Any advertisement releases/ printing or production jobs
12	Media tracking services or Public relations services
13	Any other custom services or locations not covered in the scope of the agreement

V. TERM OF AGREEMENT:

The Agreement shall come into force on and from 13 September 2024 (Effective Date) and shall continue to be in force unless terminated as per clause VI of this Agreement. The Agreement shall be reviewed for the scope of services and commercial terms at every 12 months' interval. The retainer fee shall be increased by a minimum of 10% after every 12 months.

VI. TERMINATION:

Either Party shall have the right to terminate this Agreement by giving the other Party prior notice of 2 (two) months in writing. In case of termination of the Agreement, all the unfinished jobs / assignments which have reached a material stage shall be completed by Adfactors PR as may be mutually decided. Payments for such jobs / assignments shall be made by the Client as per the Agreement and as may be mutually decided upon. However, in case of non-payment of outstanding dues for more than 60 days, Adfactors PR reserves the right of suspension of work, without any notice to the client. Any such suspension will not absolve the Client from any outstanding / liability under this agreement and Adfactors PR will not be liable for any loss, cost, claim or expenses of whatsoever nature arises out of such suspension.

VII. CONFIDENTIALITY:

1. The Parties shall maintain utmost confidentiality of any business, technical or financial information that is conveyed or provided in relation to this Agreement and at the time of disclosure, designated in writing as confidential (hereinafter the "Confidential Information").
2. Adfactors PR shall not be liable for disclosure or use of any Confidential Information if the same is:
 - in the public domain
 - rightfully received from a third party without any obligation of confidentiality
 - rightfully known to it without any limitation on use or disclosure prior to its receipt from the Client
 - independently developed by Adfactors PR
 - generally made available to third parties without any restriction on disclosure, or

- communicated in response to a valid order by a court or required by any governmental body or regulatory / legal authority

VIII. INDEMNITY:

1. In case of breach of any of the terms and conditions mentioned in the Agreement, Adfactors PR shall, at its own cost and expense, indemnify, defend and hold the Client, its directors, management or employees free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs arising out of such breach.
2. The maximum aggregate liability of Adfactors PR together with its sister concerns, directors, employee, associates or contractor under this Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall in no event exceed 12 months retainer fees. However, this limitation of liability shall not apply to claims related to fraud, gross negligence or willful misconduct.
3. Neither Party shall be liable to the other or any third party for consequential, incidental, indirect and/or special damages for any claims arising from or in any way connected with this Agreement, even if the possibility of such damages is, or should have been, known.
4. The Client shall at its own cost and expense, indemnify, defend and hold the Adfactors PR, its directors, employee, associates, sister concerns or contractor free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs which may arise as a result of any claim, suit or proceeding brought against Adfactors PR, due to any information/materials provided by the Client or approved by the Client or any of its personnel/ agents/ sub-contractors. In no case aggregate liability of the Client shall exceed the aggregate amount payable to Adfactors PR in the preceding six months from the date of occurrence of such liability, plus outstanding invoices, if any.

IX. GOVERNING LAW AND JURISDICTION:

This Agreement, including all matters relating to it shall be governed by, and construed in accordance with, the laws of the India. Any action or proceeding arising out of or relating to this Contract or the Services shall be brought and maintained exclusively in the courts of Delhi, India.

X. MISCELLANEOUS:

1. 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.
2. In the performance of this Agreement, both Parties are acting on principal to principal basis, independent of each other. None of the employee, officials, agents or assigns of a Party can be treated as agent of the other Party and in no case can bind the other Party by its representations and acts.

3. 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.
4. Adfactors PR clarifies that the provisions of this Agreement shall not extend to third party intellectual property rights included in the deliverable such as media clippings, news cuttings, articles, links, recordings, etc. The Client understands that all such rights belong to respective third party / media houses / publishing platforms, and Services / Deliverables containing such rights are provided by Adfactors PR to the Client for information purposes only. In case the Client wants to exploit such rights, it may engage with the respective third party / media houses / publishing platforms.
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. Except with respect to payment obligations under this Agreement, no party shall be liable for, nor shall such party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any government declared epidemic or pandemic, acts of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care (each, a "**Force Majeure Event**"). As soon as reasonably practicable but not more than seven (7) working days of the occurrence of a Force Majeure Event, the affected party shall notify the other party of the occurrence by sending an e-mail message to the other party. In addition, the affected party shall provide to the other party within seven (7) days of determining the cause of the Force Majeure Event a written explanation concerning the circumstances that caused the Force Majeure Event. The time for performance required of the affected party shall be extended by the period of such delay provided the party is exercising diligent efforts to overcome the cause of such delay.
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.
9. The Client agrees to the following, as part of the obligation to this Agreement:
 - to give clear direction and information to Adfactors PR on activities, materials, plans and research reports
 - to give access to and availability of the top management for direction, spokesman-ship and performance reviews with prior appointment, preferably in writing.
 - to give adequate lead-time and advance notice, as is necessary to professionally carry out services provided under this Agreement.

- to provide its feedback through questionnaires, surveys and interviews conducted by Adfactors PR.

10. 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 Adfactors PR, to:
 The Managing Director
 Adfactors PR Private Limited
 City Hall, Oasis Complex
 Kamala Mills Compound
 Pandurang Budhkar Marg
 Lower Parel (West), Mumbai 400013

In case of the Client, to:
 The Managing Director
 Ecos (India) Mobility & Hospitality Limited,
 45, First Floor, Corner Market Malviya Nagar,
 New Delhi – 110017

11. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representatives and understandings. This Agreement may not be amended except in writing and signed by both the parties.

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 'Adfactors]
 PR Private Limited' by the hands of its Authorized]
 Signatory, Madan Bahal, Managing Director]

Witness:]
 Name and Signature:]

Signed and Delivered by, for and on behalf of 'Ecos (India)]
 Mobility & Hospitality Limited' by the hands of its]
 Authorized Signatory, Rajesh Loomba (Managing]
 Director)]

Witness:]
 Name & Signature]

Annexure I

Objectives & Scope of Services

A. Objectives:

The Investor Relations (IR) program will strive to achieve the following objectives:

- To build a corporate identity focusing on strong growth, diversified risk, strengths and performance amongst the relevant stakeholders
 - Build top of mind recall about the Company, its growth potential, leadership in a relatively niche market, and professional management
 - Educate key stakeholders about the scale, strengths & prowess combined with strong promoter background
- Strengthen/ Enhance awareness about the Company amongst investor community
- Identify and target a pool of research firms with an objective to take the stock under coverage
- Achieve optimum & diverse shareholding mix
 - Target & expand shareholder base with good mix of Institutional, quasi institutional, HNI and retail investors
 - Focus on Retail Investor Relations – outreach across retail research firms and key retail shareholders/ capital market influencers

B. TARGET GROUPS:

The IR program will address the following target groups:

1. Shareholders

- Institutional Investors
- Quasi Institutions – PMS, AIF, Family Offices, AIFs etc
- Ultra-High Net worth Individuals (UHNIs)
- High Net worth Individuals (HNIs)
- Retail Investors

2. Influencers

- Research Firms
- Media Analysts
- Capital market influencers

C. SCOPE OF SERVICES:

- Developing a markets ecosystem for the Company
 - Financial estimates/recommendations
 - Feedback on market perceptions
 - Peer group messages/sector outlook
- Positioning the equity story through key message communication:
 - Consistent communication of key messages
 - Defined policy followed by all representatives
 - Support for strategic initiatives
- High-quality documentation aligned with key messages
 - Support key investment arguments
 - Define key evaluation metrics

- Intensive, focused outreach
 - Sector-specific sell-side targeting
 - Buy-side profiling based on client size, sector, valuation etc
 - High visibility with efficient time management

No	Activity	Details	Annual Deliverables
1	Communication Deck - Investor Presentation	Detailed understanding the businesses, strategy and business plans – detailed meeting with Management	1
		Visit to operations center / control room for better understanding of processes and operations	1
		Competitive landscape study to understand differentiation/ similarities, enabling us to position the Company better	1
		Improvised go-to-market story finalization – in conjunction with Management and combination of what market needs as well as what we need to communicate about our Company	1
		Investor Presentation – review existing IPO presentation - Add key missing points/ data that Markets track	1
		Improve Disclosures in terms of quantitative and qualitative information	1
		Prepare the Investor Presentation updated with all relevant information	1
		Ensure Investor Presentation is sent to stock exchange and disseminate to Capital markets community	1
2	BusinessUpdate/ Media releases	Prepare business update/ media releases sharing updates/ developments happening in the Company	As & when
		Ensure business update/ media release is sent to stock exchange as per LODR norms	As & when
		Ensure Business update/ Media release is disseminated to Capital markets community	As & when
3	Quarterly Earnings Management	Financial analysis of results and understanding of financial & business performance from Management	4
		Update investor presentation with quarterly financials	4
		Prepare quarterly media release with Management comment	4
		Post approval from Management, send presentation and media release to stock exchange	4
		Send presentation and media release to capital markets after uploading on stock exchange and website	4
		Set up a conference call with Management and investor community	4
		Prepare earnings call speech for the Management	4
		Prepare list of likely questions that can be asked on the call and share with Management	4
		Conduct the conference call well at a right time post results	4
		Ensure audio link is sent to stock exchange as per LODR guidelines	4

		Ensure transcript is sent to stock exchange as per LODR guidelines	4
		Ensure audio link and transcript is uploaded on the website	4
		Share post conference call feedback with the Management	4
4	Interaction with Investors/ Buy Side	Regular meetings with Investors – Mutual Funds, Wealth Funds, Family offices, AIFs PMS, UHNIs, HNIs etc	45
		Selective Management meetings/con-calls with Investors & analysts	25
		Targeted & Customized Non Deal Road-shows	3
		Update investor/ analyst interactions on the exchange as per LODR norms	As & when
5	Interaction with Research Analysts/ Broking Houses/ Sell Side	Identification and meeting with the Research houses to create and enhance visibility of the Company	On going
		Target Initiation & expansion of Research Coverage	On going
		Regular Interactions & Updates to Analysts covering the sector	On going
		Update investor/ analyst interactions on the exchange as per LODR norms	On going
6	Routine/ Other Activities of Investor Relations	Review of Investor section on Web-site – in terms of existing & future disclosures	1
		Office visits / service experiences for Investors and Analysts	As per request
		Get regular feedback on Investor thought process on the Industry and Company	On going
		Regular informal feedback of the capital markets community to the Management	On going
		Assist in preparing for the Chairman's Letter to Shareholders and MDA for the Annual Report	1
7	ESG	Assistance in formulating a basic ESG policy for the Company	Once

Annexure III
Billing Information

Name of the Company/Firm/Organisation	Ecos (India) Mobility & Hospitality Limited
Registration No.	U74999DL1996PLC076375
PAN No.	AABCE1357N
TAN No.	DELE03134F
GST No.	07AABCE1357N1ZI
Name and designation of person, to whom Invoices needs to be addressed	Rajesh Loomba, Managing Director
Billing Address	45, First Floor, Corner Market, Malviya Nagar, Delhi-110017
Contacts for communications regarding billing / payments / outstanding / TDS etc.	
1. Name	Nand Kishor Prasad
Designation	General Manager- Finance
Phone (Board) + Extension	-
Phone (Direct)	-
Fax	-
Mobile	95828 88057
Email	nandkishore@ecorentacar.com
2. Name	
Designation	
Phone (Board) + Extension	
Phone (Direct)	
Fax	
Mobile	
Email	