

Prerna Mehta

2738, 246 Hansa Puri tri nagar, Onkar

nagar, north west delhi - 110035

July 26, 2023

Dear **Prerna**,

Sub: **Agreement to work on Retainership**

We are pleased to engage you as **Retainer**, on retainership basis, based at Delhi NCR to look after consulting services for **Digital Content Services** team of **HT Digital Streams Limited** On the following terms and conditions:

1. Scope of Work

Content Writing for Syndication.

2. Performance and Delays

The quality of your performance shall be of high standards and to complete satisfaction of the Company. You shall complete all the activities entrusted to you within the time period stipulated respectively therein.

3. Exclusivity

- (a) You will not enter into a similar arrangement with any other Company of similar nature for the period of time that you are associated with Company in the above-mentioned capacity.
- (b) The copyright and all other associated intellectual property rights arising out of and/or in connection with this arrangement will vest in Company and will be the property of Company & you shall do all such acts, deeds and things which may be required by Company in connection with ensuring the vesting of such rights in favour of Company

4. Consideration

- a) You will be paid retainership fee @ INR. 18000 (Rupees Eighteen Thousand Only) per month for a period of one year with effective from August 01, 2023. The amount mentioned above is all inclusive, subject to deduction of TDS. The monthly payment will be paid at the end of each month.
- b) You shall also be entitled to any out of pocket expenses incurred by you on account of out of station travel and stay, as per Company's policy, subject to the prior approval or authorization by the Company and production of receipts of expenditure incurred by you in such manner and to such extent as may be prescribed by the Company.
- c) Save and except herein above, you shall not be entitled to any other payment or charges or allowances other than what has been mentioned in this retainership letter agreement.

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5. Interface

You shall be interfacing with Indrani Dutta. This shall be in addition to the prompt reporting of all work assigned and reporting on an urgent basis on all matters as and when the requirement thereof arises.

6. Relationship between the parties

The relationship between you and the Company is that of principal to principal and shall in no way, be construed to constitute an 'Employer-Employee' or 'Principal-Agent' relationship. It is clearly understood and agreed that your engagement is being made on retainership basis for a fixed period as stated herein. Your retainership will automatically come to an end on the expiry of the specified period unless otherwise terminated in accordance herewith and no notice pay or retrenchment compensation will be payable to you by the Company.

While you are engaged with the Company on a retainership basis you will required to comply with the general working policies of the Company provided to you from time to time including the Whistle Blower and Code of Conduct Policy, which is required to be complied with each and every person associated with the Company whether on permanent roles or retainership basis. You further confirm that you have understood the nature of the services you will be required to provide to the Company under this engagement and that you will neither have any right nor a lien on the retainership position you are engaged with the Company for the Term of this letter agreement.. You undertake and warrant that at no point of time you will claim regular employment with the Company even if there is such a vacancy for the work assigned to you in terms of this agreement or otherwise.

7. Confidentiality

- (a) You shall keep secret and confidential all disclosures made to you pertaining to the business operations of the Company or otherwise, in connection with the professional work assigned to you and shall not disclose any of it, directly or indirectly, to any third party at any time, without the prior written consent of the Company
- (b) You shall use the disclosed information solely for the purpose of fulfilling your obligations and discharging your duties towards the Company and not for any other purpose.
- (c) In the event of the termination of the contract, all confidential written information in your possession shall be promptly returned to the Company
- (d) You shall not in any manner whatsoever, either directly or indirectly disclose to any person any confidential information, pertaining to the Company or its affiliates, which comes to your knowledge in the course of provision of your services to the Company.
- (e) You shall not communicate any such detail/ information and/or any other particulars with respect to the administration/policies/schemes and/or any other matter whatsoever to any one either by word of mouth or in writing at any point of time during the subsistence of this arrangement or thereafter.
- (f) You confirm and warrant that you shall not take advantage of any undisclosed information relating to the Company or its affiliates including the insider information being in the nature of unpublished price sensitive information as defined in the SEBI's (Insider Trading) Regulations, 1992 (as may be modified/amended/re-enacted from time to time) which you may receive or become aware of or may have access to by the virtue of this letter agreement. You shall further ensure that you shall not use the said information to trade directly or indirectly or tip others to trade in stock / shares / securities of the Company or its affiliates. You shall at all given points in time comply with applicable laws including the SEBI Regulations.

8. Conflict of interest

- (b) You undertake that at the time of entering into this retainerhip, you are not holding any position, or have any relationship or transaction, which puts you in a position of real or apparent conflict with the interests of the HT Digital Streams Ltd.
- (a) You shall not, in the course of discharge of your professional duties or otherwise, enter into any position, relationship or undertake any transaction, which may put you in a position of real or apparent conflict with the interests of the Company. In the event any such instance of conflict of interest arises,
- (b) you shall make a prompt and fair disclosure to the HT Digital Streams Ltd. and in that event you shall abide by the Company's decision.

9. Term of contract

This letter agreement shall be valid for a period of one year with effect from August 01, 2023. Either side can terminate this letter agreement by giving a prior written notice of one month. On the expiry or earlier termination of this letter agreement you shall promptly return all documents, applications, forms, printed material and/or any other written material pertaining to the Company or its affiliates in your possession, without keeping any copies thereof with you.

It is clearly understood between the parties that you are being engaged by the Company on a purely retainerhip basis for a period of one year and the same is being done on a principle to principle basis during the subsistence of the arrangement.

10. Taxes

You shall be liable for payment of all taxes arising in relation to the professional services to be performed on the consideration payable herein. The Company shall have the right to deduct tax at source prior to making any payment to you.

11. Effect of this letter

This letter supersedes any earlier agreement or arrangement, written or oral, entered into between you and the Company and shall alone be valid and in force.

12. Interpretation

In the event of any dispute or difference as to the interpretation of any of the terms or conditions of this letter, the decision of the Company shall be final and binding.

13. Acceptance

Your signature in this letter of offer shall amount to acceptance of the same by you.

14. Arbitration

Any and all disputes or differences between You and the Company arising out of or in connection with this letter or its performance shall, so far as it is possible, be settled amicably through negotiations between both the Parties. Each Party shall make reasonable efforts towards settlement of dispute. If no consensus is reached between the Parties, the matter may be referred to a court of law and shall be governed by and construed in accordance with the laws of India. The courts located at New Delhi shall have exclusive jurisdiction over the disputes arising under this letter.

15. Indemnification of Company

You shall keep the Company indemnified against any claim from third party arising out of your negligence or act of commission or omission.

You may return the original copy of this letter to the Company, duly signed by you, as a token of your acceptance of the terms and conditions set out herein above.

Thanking You

Yours truly,

For **HT Digital Streams Limited**



Aradhika Ahuja
Authorized Signatory

AGREED AND ACCEPTED BY

Ref: R873