

Phone No:
Sold To/Issued To:
Lola Manoj Varma
For Whom/ID Proof:
LMV Insurance Brokin



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Agreement
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MARKETING SERVICES AGREEMENT

This MARKETING SERVICES AGREEMENT ("Agreement") is entered into on this 28th day of June, 2025 ("Execution Date")

BETWEEN:

LMV Insurance broking services a company incorporated under the Companies Act, 1956, registered under Corporate Identification Number U66020TG2018PTC122197, and having its Corporate office 6-3-354 SB tower, Block B Banjara Hills Road No 1 Hyderabad, Telangana India 50082 (hereinafter referred to as "LMB IB", which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the FIRST PART;

AND

THOSHIKA FINANCIAL SERVICES PRIVATE LIMITED,, a company incorporated under the Companies Act, 1956 / 2013, registered under Corporate Identification Number U64990TS2024PTC181107, and having its registered office at 1st Floor, H.No: 1-62/3 Citizen Co-operative Building Miyapur Hyderabad Rangareddy, Telangana India 500049. (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the OTHER PART.

"Parties" shall mean collectively LMB IB and the Service Provider and "Party" means each of LMB IB and the Service Provider, individually.

WHEREAS:

- LMV IB is engaged in the business of providing insurance broking and distribution services and has been licensed to engage in the said business by the Insurance & Regulatory Development Authority of India.
- Whereas Service Provider is engaged in the business of Consultancy Services, Marketing Services. The Service Provider has represented to LMB IB that it has approximately a footfall of 3000 visitors on a monthly basis across 8 branches in 3 States. The Service Provider has further represented to LMB IB that it operates the website <https://www.tfsfinserv.com> (hereinafter referred to as the "Website") which also has around 6000 unique visitors every month. The Service Provider has represented that its virtual/physical branches and website would thereby, act as a good platform for LMB IB to generate leads for individual insurance policies and related services.
- LMV IB and the Service Provider have agreed to enter into an arrangement pursuant to which the Service Provider will display Marketing Material/s (as defined hereafter) at its offices across India and / or on the Website of the Service Provider.



- D. To this end, the Parties are entering into this Agreement to capture the terms and conditions on which the Service Provider shall display the Marketing Material/s of LMV IB at its offices.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/ or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below:

"Business Day" shall mean a day (other than a Saturday or a Sunday) on which scheduled commercial banks are generally open for business in that respective state, India;

"Marketing Material/s" shall mean the print advertisement material such as flex, posters, proposal forms of insurance companies, etc. provided by LMV IB to the Service Provider pursuant to this Agreement; It shall also include banners, logos, emailers, offers, contests, other similar content of LMV IB, provided in digital form by LMV IB to Service Provider for display on the Website.

"Intellectual Property" means all of the following: (i) copyrightable works, copyrights and applications, registrations and renewals; (ii) logos, trademarks, service marks, and all applications and registrations relating thereto (iii) patent applications, continuation applications, continuation-in-part applications, divisional applications; (iv) all knowhow, work product, trade secrets, inventions (whether patentable or otherwise), data, processes, techniques, procedures, compositions, devices, methods, formulas, protocols and information, whether patentable or not; (v) other proprietary rights; and (vi) copies and tangible embodiments of any one or more of the foregoing.

2. TERM

- 2.1. The term of this Agreement shall be for a period of 3 years (36 months) commencing from the date of execution of this Agreement, unless otherwise terminated according to the provisions of this Agreement ("Term"). Upon expiry of the Term, this Agreement may be renewed for a further period of [12] months, by mutual consent of the Parties, reduced to writing.

3. DISPLAY OF MARKETING MATERIAL/S

- 3.1. During the Term, the Service Provider shall display such Marketing Material/s as may be made available by LMV IB to the Service Provider from time to time. The Marketing Material/s shall be displayed by the Service Provider at conspicuous locations of such of its offices, or pages of the Website, as may be agreed to between LMV IB and the Service Provider.



4. **CONSIDERATION**

- 4.1. In consideration for the Service Provider displaying the Marketing Material/s at its offices, LMV IB shall be liable to pay to the Service Provider consideration depending on the quantity of and period for which the Marketing Material/s displayed by the Service Provider at Service Provider offices or Website. For each set of Marketing Material/s displayed by the Service Provider, LMV IB shall be liable to pay the Service Provider a sum as per the "Annexure A" ("Consideration").
- 4.2. The Consideration is inclusive of all applicable taxes, charges, levies, but excluding applicable goods and services tax.
- 4.3. Within 30 days from the completion of every month, the Service Provider shall raise an invoice on LMV IB detailing the quantity of and period for which the Marketing Material/s displayed by the Service Provider at Service Provider network partners and/or offices and/or Website and the total Consideration payable by LMV IB to the Service Provider for display of the Marketing Material/s during the previous month ("Invoiced Amount"). The Service Provider shall ensure that such invoice is in line with the requirements of the Goods and Services Tax Act, 2017 ("GST") and rules / notifications framed thereunder. The Service Provider further undertakes to indemnify LMV IB for any loss suffered by LMV IB owing to failure on the part of the Service Provider to comply with the GST laws and any rules / notifications framed thereunder.
- 4.4. Within 15 days from receipt of the invoice, LMV IB shall pay the Invoiced Amount to the Service Provider. Provided that, in the event LMV IB raises any queries or concerns in relation to the Invoiced Amount, LMV IB shall be liable to pay the Invoiced Amount (or such revised amount as may be agreed to between the Service Provider and LMV IB) to the Service Provider within 15 days from resolution of the concerns or queries.
- 4.5. Any payments made by LMV IB to the Service Provider shall be subject to tax deduction at source.

5. **DELIVERY OF MARKETING MATERIAL/S**

- 5.1. LMV IB shall deliver the Marketing Material/s to such designated office of the Service Provider or email ID as may be agreed to between LMV IB and the Service Provider ("Designated Office"). The Service Provider shall be responsible for delivering the Marketing Material/s from the Designated Office to such offices of the Service Provider across India as LMV IB and the Service Provider mutually agree.

6. **SERVICE PROVIDER'S OBLIGATIONS**

- 6.1. The Service Provider shall ensure that the Marketing Material/s is displayed by the Service Provider at conspicuous locations in the offices of the Service Provider or on key pages of the Website which have substantial unique visitors.



- 6.2. The Service Provider shall immediately inform LMV IB in the event any Marketing Material/s provided by LMV IB to the Service Provider is damaged or destroyed in order to enable LMV IB to replace the Marketing Material/s.
- 6.3. In the event the Service Provider opens any new office or creates new webpages during the Term, the Service Provider shall inform LMV IB of the same to enable LMV IB to provide Marketing Material/s for such new office locations, if it so desires.
- 6.4. In the event the Service Provider closes any office or removes webpages at which the Marketing Material/s is displayed, the Service Provider shall inform LMV IB of the same and LMV IB should be responsible to take away the Marketing Material/s within 2 days once informed.
- 6.5. The Service Provider shall ensure that the Marketing Material/s is posted at its offices or published on the Website within 30 days from the Marketing Material/s having been delivered by LMV IB to the Designated Office.
- 6.6. The Service Provider shall not make any alterations in the Marketing Material/s without the prior consent of LMV IB.
- 6.7. The Service Provider shall ensure that the Marketing Material/s is not displayed at any location or in any manner which may result in providing an impression of the Marketing Material/s being incriminating or offensive.
- 6.8. In the event LMV IB so requires, the Service Provider shall make evidence available to LMV IB to establish the locations and the offices and/or the webpages on the Website at which the Marketing Material/s is displayed by the Service Provider.

7. INTELLECTUAL PROPERTY

- 7.1. The Service Provider agrees that LMV IB is and shall remain the sole and exclusive owner of the Intellectual Property in and to the Marketing Material/s. The Service Provider does not, by virtue of this Agreement, acquire any right to use, sell, market, distribute, or otherwise commercialise the Marketing Material/s.

8. WARRANTIES

- 8.1. Each Party represents and warranties to the other Party that:

- 8.1.1. It is a company duly incorporated and validly existing under the laws of the India;
- 8.1.2. It has the power and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations hereunder; and
- 8.1.3. It has taken all corporate action on its part to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered on behalf of such Party and constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms.



9. **NO JOINT VENTURE**

This Agreement is entered into on principal to principal basis and it shall not create any agency or a joint venture between the Parties and nothing in this Agreement gives either Party the authority to enter into any agreement, or make any representation or warranty on behalf of the other or otherwise bind the other Party in any way.

10. **FORCE MAJEURE**

The failure or delay of either Party to perform any obligation under this Agreement solely by reason of acts of God, acts of government (except as otherwise enumerated herein), riots, wars, embargoes, strikes, lockouts, accidents in transportation, port congestion or other causes beyond its control ("**Force Majeure**") shall not be deemed to be a breach of this Agreement; provided, however, that the Party so prevented from complying herewith shall have used reasonable diligence to avoid such Force Majeure event and reduce its effects, and shall continue to take all actions within its power to comply as fully as reasonably possible with the terms of this Agreement.

11. **CONFIDENTIALITY.**

11.1. The Parties agree and confirm that in course of its relationship as contemplated under this Agreement, each Party and/or its employees would come to know and/or may get exposed to any details or the Information provided by the other Party under this Agreement ("**Confidential Information**"), of the other Party.

11.2. Provided however Confidential Information shall not include any information which:

11.2.1. on the date of the receipt by the receiving Party is in the public domain;

11.2.2. is published or otherwise becomes part of the public domain through no fault of the receiving Party after the date of the disclosure;

11.2.3. is already known and in the possession of the receiving Party on the date of the disclosure as evidenced by written records;

11.2.4. is independently developed by the receiving Party without having access to the Confidential Information;

11.2.5. the receiving Party can show is received by it after the date of the disclosure from a third-party who did not receive such Confidential Information under an obligation of confidentiality; and

11.2.6. enters the public domain otherwise than as a result of the breach of this Clause by the receiving Party.



- 11.3. The value of such Confidential Information would be defeated and impaired and the Party to whom such Confidential Information belongs may suffer huge loss, injury and hardships if such Confidential Information is in any manner misused, disclosed, copied or passed on to any third party by a Party or its employee(s). It is therefore a matter of paramount importance that a Party and its employee(s) and/or personnel and/or representatives shall not in any manner misuse or disclose or pass on to third parties or derive any benefit whatsoever from the Confidential Information of the other Party.
- 11.4. The Parties hereby fully agree and undertake to keep all Confidential Information in full confidence and to not misuse, disclose, pass on to third parties or derive any benefit whatsoever from such Confidential Information.
- 11.5. It would be the absolute responsibility of a Party to cause and require the employee(s) that come into possession of the Confidential Information of other Party to observe fully the above confidential, non-disclosure and non-use obligations. A Party therefore shall be fully liable to pay damages to the other Party for any breach or violation of this confidentiality, non-disclosure and non-use by such Party by its employee(s), personnel and/or Representative and as such shall keep the other Party fully indemnified in this regard including any third party claims.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1. This Agreement shall be governed by the laws of the India and subject to Clauses 12.2 and 12.3 below, courts of Hyderabad, India shall have exclusive jurisdiction to entertain and try any dispute or matter relating to or arising out of this Agreement.
- 12.2. Any dispute or disagreement ("**Dispute**") relating to or arising out of or in connection with this Agreement, including any question regarding the existence, validity and termination of the Agreement and/or any individual purchase order shall be first referred by written notice to each Party, who shall endeavour to mutually resolve the Dispute within a period of 30 (thirty) days following notice of such Dispute.
- 12.3. In the event the Dispute has not been resolved mutually within the time specified herein, the Dispute shall be referred to and finally resolved by, arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at Hyderabad.
- 12.4. Each Party shall be entitled to nominate an arbitrator each. The two appointed arbitrators shall appoint a third arbitrator who shall be the presiding arbitrator.
- 12.5. The venue of arbitration shall be Hyderabad and the language of the arbitration shall be English.
- 12.6. The Parties further agree that any arbitration award shall be final and binding upon the Parties.
- 12.7. Except for the subject matter of the Dispute, the Parties agree that each Party shall be obliged to carry out their other obligations under the Agreement even in the event a Dispute is referred to arbitration.



13. TERMINATION AND EFFECT OF TERMINATION

13.1. This Agreement may be terminated upon mutual consent.

13.2. Either Party may terminate this Agreement without cause upon giving 30 [thirty] days prior written notice to the other Party.

13.3. This Agreement may also be terminated with immediate effect by either Party on the occurrence of the following events:

13.3.1. If the other Party fails to perform its responsibilities under this Agreement, commits a material breach of or commits any material default under any provision of this Agreement and does not remedy that breach within 60 (sixty) days after receiving a notice of that breach from the other Party, requesting the breach to be remedied; or

13.3.2. A court of competent jurisdiction makes an order, or a resolution is passed, for the dissolution, winding up or receivership of or in relation to the other Party, which order or resolution is not overturned or stayed within 60 (sixty) days; or

13.3.3. A liquidator, receiver or other similar officer is appointed in proceedings taken by any person in respect of any assets of the other Party, and such appointment is not reversed or cancelled within 60 (sixty) days of such appointment.

13.4. Upon termination of this Agreement, the Service Provider shall refrain from any and all further use of or reference to the Marketing Material/s and return promptly, upon request of LMV IB, all Marketing Material/s provided by LMV IB, under this Agreement.

14. NOTICES

14.1. Form of Notice

Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each, a "Notice" for the purposes of this clause) shall be in English, in writing and signed by or on behalf of the person giving it.

14.2. Method of Service

Service of a notice must be affected by one of the following methods:

14.2.1. by hand to the relevant address set out in Clause 14.3 and shall be deemed served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or

14.2.2. by prepaid first-class post to the relevant address set out in Clause 14.3 and shall be deemed served at the start of the 2nd (second) Business Day after the date of posting; or

The block contains a handwritten signature in blue ink and a circular blue stamp. The stamp has a star at the top and the text "Thoshika Financial Services Private Limited" around the perimeter, with "Hyderabad" in the center.

14.2.3. by prepaid international airmail to the relevant address set out in Clause 14.3 and shall be deemed served at the start of the 4th (fourth) Business Day after the date of posting; or

14.2.4. by facsimile transmission to the relevant facsimile number set out in Clause 14.3 and shall be deemed served on dispatch, if dispatched during a Business Day or at the start of the next Business Day if dispatched at any other time, provided that in each case a receipt indicating complete transmission of the notice is obtained by the sender and that a copy of the notice is also dispatched to the recipient using a method described in Clause 14.2.1 to Clause 14.2.3 (inclusive) no later than the end of the next Business Day.

14.2.5. In Clause 14.2 "during a Business Day" means any time between 9.30 am and 5.30 pm on a Business Day based on the local time where the recipient of the notice is located. References to "the start of a Business Day" and "the end of a Business Day" shall be construed accordingly.

14.3. Address for Service

14.3.1. Notices shall be addressed as follows:

(a) Notices to LMV IB:

Address : LMV INSURANCE BROKING SERVICES,
1ST Floor, Bajara Hills, Road No:1,
Near Punjagutta
Hyderabad. Telangana 500082

To the attention of : Mr. Leela Manoj Varma
Managing Director

(b) Notices to the Service Provider:

Address : THOSHIKA FINANCIAL SERVICES PRIVATE
LIMITED
1st Floor H.NO 1-62/3,
Citizen Co-operative Building,
Miyapur Hyderabad,
Rangareddy, TELANGANA 500049

To the attention of : Mr. Puchakayala Narsimha Reddy.
Managing Director.

14.4. Change of details

A Party may change its address for service provided that it gives the other Parties not less than 7(seven) days' prior notice in accordance with this Clause 14. Until the end of such notice period, service on either address shall remain effective.



15. MISCELLANEOUS

15.1. Waiver

15.1.1. To the extent permitted by applicable Law: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the Party or Parties giving the same; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

15.1.2. The rights and remedies of the Parties hereto are cumulative and not alternative. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The failure of a Party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

15.2. Assignment

This Agreement, or any right or interest herein, shall not be assignable or transferable by any Party except with the prior written consent of the other Parties.

15.3. Amendments

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

15.4. Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of the Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of the Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of the Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in the Agreement.




15.5. Independent Rights

Each of the rights of the Parties are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise. Provided that where different rights are created as a result of or on account of a single cause of action, where a Party has achieved complete remedy by pursuing one course of action, such Party shall not be entitled to pursue other causes of action to seek further remedies for the same cause of action.

15.6. Specific Performance

The Parties agree that damages may not be an adequate remedy and that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Parties from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement.

15.7. Entire Agreement

This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent and term sheets, either oral or in writing, between the Parties with respect to the subject matter herein.

15.8. Partial Invalidity

If any provision of this Agreement or the application thereof to any Party or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law, the remainder of this Agreement and the application of such provision to the Party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

15.9. Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

15.10. Further Assurances

The Parties shall promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as may be reasonably deemed necessary or desirable in obtaining the full benefits of this Agreement.



15.11. Costs and Expenses

Each of the Parties shall bear their own legal costs, disbursements charges and expenses incurred in and about the negotiation, preparation and execution of this Agreement and any other document executed in connection with this Agreement, provided however that all stamp duty payable in relation to this Agreement and any other document executed in connection with this Agreement shall be borne by LMV IB.

15.12. Survival

The termination of this Agreement shall in no event terminate or prejudice: (i) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (ii) any provision which by its nature is intended to survive termination, including the provisions of Clause Clause11 (Confidentiality), Clause 12 (Governing Law and Dispute Resolution), Clause 14 (Notices), Clause 15 (Miscellaneous).

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and delivered for and on behalf of

Mr. Leela Manoj Varma
Managing Director

Signature

Signed and delivered for and on behalf of

Puchakayala Narasimha Reddy
Managing Director



Annexure A for "Consideration"

This Addendum is with reference to the "Invoiced Amount" mentioned in point no. 4.3 under the "Consideration" clause. It states that the Invoiced Amount shall be calculated on the basis of a fixed rate, as agreed between the Parties from time to time, which shall depend upon the quantity of Marketing Material/s displayed by the Service Provider in accordance with this Agreement.

The rates agreed for the invoiced amount for advertisement of print Marketing Material/s are as under:

Sr. No.	Type of Material	Rate / month (excluding GST)
1	Product Brochures	
2	LMV IB Standees	
3	LMV IB Posters	
4	Danglers	
5	Storage of Display Material	

The above rate will be applied to the number of branches displaying the above-mentioned material to arrive at the invoice amount for a month.

The Service Provider will be liable to display digital content, advertisements & other relevant material provided by LMV IB in form of banners, logos, emailers, offers, contests, other similar content etc. which needs to be published on their Website including their Intra Employee Portals, Social Media Pages, Website, Internal Mobile Apps, Employees Laptop/Desktop wallpapers, Internal Business Partner Networks, Content Marketing, Blogs and Newsletters.

The rates agreed for the invoiced amount for display of digital Marketing Material/son the Website as described above, are as under:

Sr	Type of Material	Category	Rate (excl GST)
1	Intra Employee Portals	Online	10000 per month
2	Social Media Pages	Online	10000 per post
3	Website	Online	50000 per month
4	Mobile Apps	Online	50000 per month
5	Employees Laptop/Desktop wallpapers	Online	10000 per month
6	Content Marketing	Online	10000 per article
7	Blogs	Online	10000 per blog
8	Newsletters	Online	25000 per ad
9	Initial development cost	Online	As per actuals

The original of this Agreement shall be retained by the First Party, and a duly signed photocopy thereof shall be retained by the Second Party.