



सत्यमेव जयते

## INDIA NON JUDICIAL

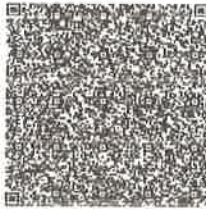
### Government of National Capital Territory of Delhi

₹100

#### e-Stamp

#### Reprinted e-Stamp Certificate

Certificate No.	IN-DL29205611576852X
Certificate Issued Date	03-Feb-2025 01:04 PM
Account Reference	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	SUBIN-DLDEL-SELF02674426827342X
Purchased by	VIKAS JAIN
Description of Document	Article 5 General Agreement
Property Description	GENERAL AGREEMENT
Consideration Price (Rs.)	0 (Zero)
First Party	ADFACTORS PR PRIVATE LIMITED
Second Party	SWISS MILITARY CONSUMER GOODS LIMITED
Stamp Duty Paid By	SWISS MILITARY CONSUMER GOODS LIMITED
Stamp Duty Amount(Rs.)	100 (One Hundred only)



SELF PRINTED CERTIFICATE TO BE  
VERIFIED BY THE RECIPIENT AT  
[WWW.SHCILESTAMP.COM](http://WWW.SHCILESTAMP.COM)

IN-DL29205611576852X

Please write or type below this line

#### 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 New Delhi on the 03<sup>rd</sup> day of February 2025 and entered into:

1



#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at [www.shcilestamp.com](http://www.shcilestamp.com) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**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**

**Swiss Military Consumer Goods Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at W-39 , Okhla Industrial Area Phase-II, New Delhi, Delhi, India - 110020 (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 Public Relations and Digital 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. SCOPE OF SERVICES:**

As per Annexure 1

**II. SERVICING TEAM:**

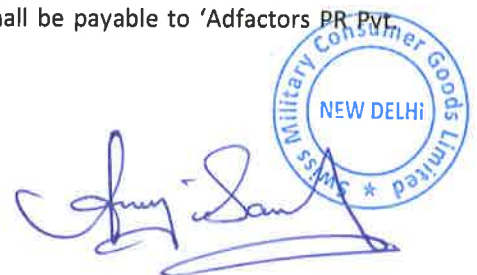
A team from the relevant Group from Adfactors PR, Delhi will service the Client. The team will be supported by the branch network and representatives of the markets covered under this Agreement.

**III. MARKETS COVERED:**

The Agreement covers the services to be provided in the cities of Ahmedabad, Hyderabad, Delhi, Mumbai and Bangalore. 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. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only) shall be payable to 'Adfactors PR Pvt Ltd.'.



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "Swiss Military Consumer Goods Limited" around the perimeter and "NEW DELHI" in the center.

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 advertisement releases/ printing or production jobs or 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 15% 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 may be 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	Media tracking services
12	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 1<sup>st</sup> February 2025 (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 as mutually agreed between the Parties 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 which at the time of disclosure is 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 the aggregate amount of fees paid by the Client to Adfactors PR under this Agreement or 12 months retainer fees, whichever is less.
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.

#### **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



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "Military Consumer Goods Limited" around the perimeter, "NEW DELHI" in the center, and a small star symbol.



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



A circular blue stamp from 'Swiss Military Consumer Goods Limited' with 'NEW DELHI' in the center. A handwritten signature in blue ink is written over the stamp.

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  
Swiss Military Consumer Goods Limited  
W-39, Okhla Industrial Area Phase-II,  
New Delhi, Delhi, India – 110020

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 'Swiss ]  
Military Consumer Goods Limited' by the hands of its ]  
Authorized Signatory, Anuj Sawhney, Managing Director ]

Witness:  
Name & Signature

]

]



**Annexure I**  
**Scope of Services**

**A. PR**

Activity	Scope of Work	Indicative Annual Deliverables
<b>Account Management &amp; Processes</b>		
Planning & ongoing counsel	PR strategy session + plans and ongoing counsel on PR initiatives	Once – at the start of the mandate
Media Monitoring	Identifying forums, speaker, panel opportunities	All working days
Reporting	Daily tracker, weekly WIP, monthly and quarterly reports	As mentioned
Client Engagement	Fortnightly calls + for anything urgent and critical	As mentioned
<b>PR Outreach</b>		
Press Releases	Draft and disseminate press notes to target media highlighting news, announcements or brand initiatives and product launches	8
Media Meetings (Interviews & Relationship Building meetings with lifestyle, fashion, tech, business media)	Identify the most relevant publications and the journalists Target media and develop interview pitches to increase brand recognition Schedule spokesperson meetings/ interactions, draft critical talking points Prepare briefing documents for spokespersons including journalist and publication profile, key messages, FAQs Facilitate follow up meetings for information bridging	14
Press Briefing/Conference	Planning and managing press briefing/ conference	2
Identifying opportunities for stories, industry stories participation & latest trend stories	Provide support in drafting and sharing of approved responses, inputs and contributory articles Share product updates and rich content with digital outlets of publications	10
Authored articles / Listicles	Draw up a list of topics pertaining to philosophy, category creation and brand awareness and identify opportunities to pitch these articles Provide support in exploring listicles format stories across various media platforms Identify current market trends to leverage conversations and brand recall	10
Speakership Opportunities / Awards	Identify relevant industry forums and speaker events (paid/organic) Explore spokespersons' participation as speakers at relevant forums Explore award opportunities	4
Press Office Management	Create and manage a resource bank including company profile, fact sheet, profiles of spokespersons, FAQs, photo-library	As & when





LinkedIn (Spokesperson )		
Strategy	Discussion and strategizing the approach for CXO LinkedIn Page	Once a month
Content	Content creation to be uploaded on CXO page (basis the various buckets short-listed)	2 posts per week
Influencers		
Influencer Management	Identify and partner with relevant influencers across lifestyle, fashion, technology and collaborate with them for product review and unboxing, sponsored content and social media campaigns, influencer hosted events and contests, micro-influencer engagement	40 (paid/barter)
News Monitoring		
Daily news monitoring	Media monitoring across print & online media in cities under scope will be shared by Adfactors PR by 10:30 am on weekdays This will include news related to brand and up to 3 competitors	Weekdays

#### B. Digital Services

Activity	Scope of Work	Indicative Annual Deliverables
Account Management & Processes		
Planning & ongoing counsel	Social Media strategy session + plans and ongoing counsel on digital marketing initiatives	Once – at the start of the mandate
Reporting	Daily tracker, weekly WIP, monthly and quarterly reports	As mentioned
Client Engagement	Fortnightly calls + for anything urgent and critical	As mentioned
Social Media Management (Instagram, Facebook)		
Content creation and management	<ul style="list-style-type: none"> <li>Strategic Planning: Message Development + Message Architecture</li> <li>Preparing a monthly social media content calendar</li> <li>Strategic content planning and curation based on central brand narrative</li> <li>Ongoing support to identify themes</li> <li>Tailor-made post copies for individual posts to fit the messaging</li> <li>Share content pieces for client approval and coordinate feedback</li> <li>Scheduling and posting basis the platform performance timings</li> <li>Monthly review meeting to discuss the progress and new opportunities</li> </ul>	Monthly



	<ul style="list-style-type: none"> <li>• Campaign Ideas &amp; Connecting Campaign with Marketing Goals</li> <li>• Monitoring and managing content for all social media platforms</li> <li>• Engagement activities like user-generated content etc.</li> </ul> <p>Monthly ideation, conceptualization, editing &amp; packaging</p> <ul style="list-style-type: none"> <li>• Static, GIFs, Videos, Reels- 10 (Facebook, Instagram)</li> <li>• Static, Carousel –2 (LinkedIn)</li> </ul> <p><i>*Reels content will only be replicated for YT Shorts</i></p>	
	<ul style="list-style-type: none"> <li>• Key Brand Campaigns</li> </ul>	1/Quarter
	<ul style="list-style-type: none"> <li>• Updating cover images &amp; bio</li> </ul>	As relevant
	<ul style="list-style-type: none"> <li>• Identification of key engagement opportunities</li> </ul>	Ongoing
	<ul style="list-style-type: none"> <li>• Follow relevant handles</li> </ul>	Ongoing
	<ul style="list-style-type: none"> <li>• Instagram Stories</li> </ul>	10/month
	<ul style="list-style-type: none"> <li>• Updating Instagram Highlights</li> </ul>	As relevant
Online Response Management		
Daily ORM	<ul style="list-style-type: none"> <li>• Responding to user queries, first level response to the complaints on Facebook and Instagram</li> <li>• ORM Report including Share of Voice, Sentiment Analysis, Buzz Trend, etc</li> </ul>	Weekdays

*\*Adfactors PR will charge 15% commission for Influencer and KOL Engagement (Paid)*



**Annexure II**  
**Billing Information**

Name of the Company/Firm/Organisation	Swiss Military Consumer Goods Ltd.
Registration No.	L51100DL1989PLC034797
PAN No.	AAACN0871B
TAN No.	DELI00665A
GST No.	07AAACN0871B1ZY
Name and designation of person, to whom Invoices needs to be addressed	Mr. Vijay Kalra Chief Financial Officer
Billing Address	W-39, Okhla Industrial Area, Phase-II, New Delhi - 110020
<b>Contacts for communications regarding billing / payments / outstanding / TDS etc.</b>	
1. Name	Mr. Vijay Kalra
Designation	Chief Financial Officer
Phone (Board) + Extension	
Phone (Direct)	
Fax	
Mobile	+91 98101 59702
Email	vk@swissmilitaryshop.com
2. Name	
Designation	
Phone (Board) + Extension	
Phone (Direct)	
Fax	
Mobile	
Email	