

**Date:** October 10, 2025

**To,**  
**VMS TMT Ltd**

**Subject: Appointment as Investor Relations & Public Relations (IR & PR) Agency**

Dear Sir,

Following our discussions, we are pleased to confirm our appointment as the Investor Relations & Public Relations (IR & PR) Agency for **VMS TMT Ltd**. This appointment is effective from the date of this agreement and will be governed by the following terms and conditions:

1. The Agency will provide the following services with the objective of building the corporate image and marketing the company:
  - a. Investor Presentation
  - b. Investor Communication
  - c. Strategic Planning
  - d. Creative & Designing
  - e. Media Planning & Placement
  - f. Corporate Public Relations
  - g. Roadshow Management

#### **Professional Fees & Payment Terms**

2. The company shall pay a fee of Rs. 11,00,000/- (Rupees Eleven Lakh) Annual + GST as. Payment terms will be 3,00,000 on signing of mandate and 2,00,000 every quarter.

This agreement shall remain valid for a period of 12 months, from 10th October 2025 to 09th

October 2026. **Billing & Payment Conditions**

- a) The Company agrees to settle invoices within **7 days from the invoice date**.
- b) Any discrepancies in invoices must be brought to the Agency's attention within **10 days** of receipt; failure to do so will be deemed acceptance of the invoice.
- c) Each invoice will be accompanied by relevant documentation and voucher copies for transparency.
3. All other costs incurred by the Agency for the PR & IR program will be reimbursed by the Company at actuals. Supporting documents for such costs will be provided by the Agency. Banquet charges will be paid directly by the Company at the time of conferences (if any).
4. If the Company requires any Agency members to travel, the Company will bear the expenses for airfares, boarding, and lodging.
5. Until the Company clears all outstanding bills from the Agency, the Company shall refrain from appointing another agency to handle the publicity and promotion of the assigned product(s)/service(s) or releasing directly in any media.
6. All information, whether written or oral, acquired from the Company in connection with the assignment, shall be kept confidential. It will be used solely and exclusively for the assignment. Prior written approval from the

company is necessary before releasing such information to the media.

7. Any disputes or differences arising under or in connection with this agreement, whether it subsists or has been terminated, shall be referred to arbitration under the Indian Arbitration Act, 1996, or any statutory modifications thereof in force. All proceedings related to the arbitration shall take place in Mumbai. Company shall give 1 months' notice in case of discontinuation for services.
8. In the event of war, strikes, lockouts, fire blockade, riots, floods, natural calamities, acts of God, or other unforeseen circumstances beyond its control, if the Agency is unable to complete assignments as mutually agreed, it shall not be held responsible for any resulting loss or damage.

### **Termination of Agreement**

If the Company wish to discontinue the Agency's services, a **One-month prior written notice** is required.

Please confirm your acceptance of these terms by signing and returning a copy of this letter for our records.

We look forward to a successful partnership.

Thanking you,

**Signed Accepted and Delivered**  
For and behalf of  
**EquiBridgeX Advisors Private Limited**

**Signed Accepted and Delivered**  
For and on behalf of  
**VMV TMT Ltd**

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**(Authorized Signatory)**

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**(Authorized Signatory)**