

Date: July 19, 2016.
To: All Vendors currently associated with Inshorts in any capacity whatsoever.
Re: Terms and conditions of your engagement with Inshorts Medialabs Private Limited.

Dear Vendor,

This Notification (hereinafter "**Notification**") is with reference to and supplemental to the agreement between Inshorts Medialabs Private Limited, having its registered office at RZ-F/144 A, Flat – 1, Upper Ground Floor, Mahavir Enclave, Gali No. 4, Palam – 110045, Delhi, India (hereinafter "**Inshorts**") and you, in relation to your engagement with Inshorts during the term of the Agreement.

You agree and acknowledge that provisions of this Notification will be deemed to be incorporated, by reference, into the Agreement. Accordingly, you agree to the following in relation to your engagement with Inshorts under the Agreement:

1. You declare that the particulars given by you to Inshorts pursuant to the Agreement, including in relation to your bank account, are updated, correct and complete. If any transaction under the Agreement is delayed or lost because of incomplete or incorrect information, you will not hold Inshorts responsible. You further agree to intimate Inshorts wherever there is a change in your bank account details and/or you are ready to accept the payment with the bank account details provided to Inshorts.
2. You will be responsible for the conduct of your officers, employees, agents and/or sub-contractors at all times and will specifically ensure that neither you nor your officers, employees, agents and/or sub-contractors:
 - (a) engage in any corrupt and/or unethical practices and remain in compliance with the provisions of Foreign Corrupt Practices Act, 1977, the UK Bribery Act, 2010, the Indian Prevention of Corruption Act, 1988 and any other applicable anti-bribery or anti-corruption laws;
 - (b) solicit or attempt to solicit, induce, recruit, engage or in any other way encourage employees and/or consultants of Inshorts to terminate their respective contracts with Inshorts and/or engage with itself and/or any third party;
 - (c) engage in any business activity which competes, directly or indirectly, with the business of Inshorts or engage in any work or employment, with or without remuneration, which could create or potentially give rise to a conflict between its own personal/financial interests and its duties in connection with the Agreement and/or to Inshorts. In the event a conflict or a potential conflict is posed, you will immediately notify Inshorts and take reasonable measures to mitigate or remove the conflict or potential conflict so posed;
 - (d) engage, directly or indirectly, in any act of use, possession and/or distribution of illegal drugs, inebriation, sexual abuse, drug abuse, slavery, discrimination and/or differential behavior on account of race, caste, color, nationality, sexual orientation and/or gender identity, engage in and/or encourage child labour and/or forced labour or violate any law or regulation applicable to it in India or abroad;



- (e) offer, solicit or accept any advantage or anything of value, including any gifts to and/or from the employees, agents, sub-contractors and/or customers of Inshorts, on festivities and/or other occasions; and/or
 - (f) disclose any confidential information and/or data in respect of the Agreement, Inshorts, its officers, employees, agents, sub-contractors and/or customers, to any person. However, in case of a legal obligation to disclose such confidential information or data, you will immediately give a prior notice to Inshorts in order that Inshorts may take all protective measures. Inshorts will own any intellectual property and/or data generated pursuant to your engagement with Inshorts under the Agreement and this Notification.
3. You and all your officers, employees, agents and/or sub-contractors will act in accordance with the highest levels of personal and professional integrity, honesty and ethical conduct, free from fraud or deception and comply with Inshorts' code of conduct as communicated to you and/or uploaded on Inshorts' website from time to time. You will ensure that neither you nor any of your officers, employees, agents and/or sub-contractors engage in, permit or cause to be done, any act or thing that may damage, impair or otherwise prejudice the reputation, status or image of Inshorts or of Inshorts' customers.
 4. You agree and acknowledge that you have all the valid and subsisting licenses, authority, permissions and approvals required for fulfilling your obligations under the Agreement. You agree to keep them valid and subsisting during the term of the Agreement and implement appropriate risk mitigation and management measures with respect to yourself, your officers and employees, including procuring appropriate renewals and/or insurance covers.
 5. You represent and warrant that you have all the necessary expertise, infrastructure and adequate personnel to perform your obligations under the Agreement and this Notification.
 6. You agree to provide, with respect to yourself, all such information to Inshorts as Inshorts may require from time to time. Any such information provided by you will be true, correct and updated, including the right of Inshorts to procure an independent third party audit and inspection of the your premises and records.

Please indicate your non-acceptance of the terms of this Notification at a date no later than seven (7) days from becoming aware of this Notification. In case we do not receive any communication from you in this regard at the end of the seven (7) day period then it will be deemed to be an acceptance of the terms of this Notification by you.

Yours truly,



Dibyajyoti Mainak,
General Counsel
Inshorts Media Labs Private Limited.