



inshorts
stay informed

Proforma Invoice

INSHORTS INDIA ADVERTISING AND SERVICES PRIVATE LIMITED

(Formerly known as Inshorts Medialabs Private Limited)

Billing Address: Email Website Contact No. PAN No. GSTIN State Code CIN No. SAC Code	Plot No.1, Fourth Floor, Sector 16A, Noida-201301, Uttar Pradesh billingteam@inshorts.com www.inshorts.com 01204628100 AADCI8733Q 09AADCI8733Q1ZS 09 U74110DL2015FTC283202 998365
---	---

Proforma Invoice to

Krisumi Corporation Private Limited

11th Floor, Unit-02, Emaar Capital Tower-2, Sector 26, MG Road, Gurugram, Haryana - 122002

PAN: AAECV0565A

GSTIN: 06AAECV0565A1ZR

PI No.	Date	Payment Term
154	22/11/2024	15 days

No.	Description	Qty.	Rate	Amount (RS)
1.	Ad Section: Interstitial ROS	2,333,333	0.30	7,00,000
2.	Ad Section: Normal Story	1	5,00,000	5,00,000

Net Total	12,00,000.00/-
IGST @18%	2,16,000.00/-
G. Total	14,16,000.00/-

Wire Instructions-

Beneficiary Name
Bank Name & Branch Address
Bank Account No.
IFSC
Swift Code

Inshorts India Advertising and Services Private Limited
ICICI BANK
081605009990
ICIC0000816
ICICINBBCTS

Cheque Payment-

Beneficiary Name
Mailing Address

Inshorts India Advertising and Services Private Limited
Plot No.1, Fourth Floor, Sector 16 A, Noida-201301-U. P

Authorized Signatory (Customer)

Authorized Signatory (Inshorts)

This Terms of Services is entered between you (“**Customer/You**”) and Inshorts India Advertising and Services Private Limited (“**Inshorts**”). Pursuant to discussions between the Customer and Inshorts, the parties are now entering into and executing this written Agreement to set forth and record the terms and conditions agreed between them in respect of provision of the advertisement services (“**Services**”) and the rights and obligations inter se the Parties. These terms along with the attached release order will constitute the Agreement.

1. TERMS OF SERVICE

- (i) The Customer shall provide all relevant material, information, photographs, data, and/or any other content, including in relation to clients or customers for whom the Services are being sought (collectively referred as “**Customer Material**”) for use by Inshorts for carrying out the Services.
- (ii) Inshorts shall prepare the Deliverables solely based on the Customer Material provided to it. Under no circumstances shall Inshorts be required to undertake an independent fact check of the Customer Material. All Deliverables shall be sent by Inshorts to the Customer for final approval. In case any modifications are required, the Customer shall inform Inshorts at the earliest but no later than 7 Business Days from receipt of the Deliverables for approval. In case no modifications and objections are communicated to Inshorts within 7 Business Days (as defined below), the Deliverables shall be deemed to have been accepted by the Customer as per the timelines mentioned in the release order. For the purpose of this Agreement, “**Business Day**” means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in New Delhi.

2. CUSTOMER’S REPRESENTATION AND WARRANTIES

The Customer hereby represents and warrants that all Customer Material provided by the Customer to Inshorts, for uploading Deliverables are:

- (a) is in accordance with all applicable laws, regulations, guidelines or codes of practice, including but not limited to advertising guidelines and codes published by the Advertising Standards Council of India, the Consumer Protection Act, 2019 read with applicable guidelines, rules and regulations issued thereunder, including the Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022, and/or any other applicable guidelines or orders issued by courts of law;
- (b) does not contain any information which is inconsistent with, violates or is prohibited under any applicable laws for the time being in force;
- (c) does not infringe upon any intellectual property rights of any third party, including any patent, trademark or copyright;
- (d) is true, accurate, complete, and up to date;
- (e) does not deceive or mislead anyone about the origin of information contained in the Customer Material, and also does not communicate any information which is grossly offensive, or menacing, or which is patently false or misleading in nature, but which may reasonably be perceived as a fact;
- (f) does not threaten the unity, integrity, defence, security or sovereignty of India, friendly relations between India and any foreign state, or public order, and also does not cause insult to another nation, or cause incitement to the commission of a cognizable offence under applicable laws or prevent the investigation of any offence;
- (g) is not defamatory, obscene, pornographic, paedophilic, invasive of another’s privacy, including bodily privacy, insulting, or harassing based on gender, libellous, racially, or ethnically objectionable, or harmful to children,
- (h) does not relate to encouraging money laundering or gambling;
- (i) does not impersonate another person, and also does not belong to another person and to which the Customer does not have any right;
- (j) is not patently false and untrue, and is not written or published in any form, with the intent to mislead or harass any person, entity or Customer for financial gain or to cause any injury to any person;
- (k) does not contain software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of a computer resource;
- (l) is shared in pursuance to the Customer having obtained all necessary consents, releases, approvals, and any other authorization that may be required to be obtained under any contract, applicable laws for the time being in force, from a governmental authority and/or otherwise from any person or third party, including corporate approvals; and
- (m) contains all appropriate disclaimers, as may be required under applicable laws for the time being in force.

3. INTELLECTUAL PROPERTY

- (i) The Parties agree that all intellectual property, including any brand names/logos or trademarks, belonging to each Party are the exclusive property of such Party and except as provided in this Agreement or permitted under applicable laws for the time being in force, such intellectual property cannot in any circumstances be used, or altered in any manner.
- (ii) The Customer grants Inshorts a non-exclusive, worldwide, royalty-free, irrevocable, license for the term to use, reproduce and display the Customer Material (if any) or Deliverables in accordance with the terms of this Agreement.

4. INDEMNITY

Each Party (“**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party, its employees, directors, officers or agents from and against any costs, losses, damages, liabilities, taxes, judgements and expenses (including any legal fees and other expenses), arising out of, resulting from, or in connection to any breach of any of the representations or warranties made by the Indemnifying party in this Agreement, or any claim, including third party claims, actions or proceedings, which, in any way, results from or arises in any manner out of the acts or omissions of the Indemnifying Party or breach of the Indemnifying’s obligations, representations or warranties under this Agreement.

5. FORCE MAJEURE

Neither Party shall be liable to the other Party for any delay or non-performance of its obligations (except payment obligations) under this Agreement to the extent it arises from a Force Majeure Event (as defined below), provided that such performance is resumed as soon as feasible. In case the delay or failure to perform the obligations by either Party continues under this Agreement for more than 6 (six) months due to any Force Majeure Event then, the affected Party has the right to terminate this Agreement by 30 (thirty) Business Days’ written notice to the other Party conveying its intention to terminate this Agreement. For the purpose of this provision, a “**Force Majeure Event**” means any fire, flood, earthquake or acts of God, war, embargo, riot, civil disorder, failure of public utilities, common carriers, power supply or telecom/network outages or industrial action, epidemics or pandemics (as declared by a Governmental Authority) or any other event which is beyond a Party’s control.

6. DISPUTE RESOLUTION AND GOVERNING LAWS

This Agreement shall be governed, interpreted by, and construed in accordance with the laws of India. Courts of New Delhi, India will have exclusive jurisdiction for any dispute arising out of or in connection with this Agreement.

7. MISCELLANEOUS

This Agreement may be terminated by either Party without assigning any cause, by providing prior written notice of such termination, of at least 15 (fifteen) Business Days to the other Party. Clauses 2 (*Representations and Warranties*), 4 (*Indemnity*), 5 (*Force Majeure*), 6(*Dispute Resolution and Governing Law*) shall survive the termination or expiration of this Agreement.