

This CONSULTANCY SERVICES AGREEMENT ("The Agreement") made this 01st day of April, 2021 ('Effective Date') by and between

MosChip Technologies Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 7th Floor, My Home Twitza, Plot Nos's - 30/A, Survey no. 83/1, TSIIC Hyderabad Knowledge City, Raidurg, Panmaktha, Rangareddy, Telangana - 500081 (together with affiliates shall hereinafter be referred to as the 'MosChip' which expression shall, unless it be repugnant to the subject or context thereof, include all their partners, administrators, legal representatives, successors-in-interest and assignees etc) of the ONE PART;

And

M/s. VINAY ARTS, having its place of business at H No 11-5-408, Plot No 94, Road No 10, Sri Venkateswara Colony, Saroornagar, Hyderabad-500035 (together with affiliates shall hereinafter be referred to as the 'Consultant' which expression shall, unless it be repugnant to the subject or context thereof, include all their partners, administrators, legal representatives, successors-in-interest and assignees etc) of the OTHER PART;

Both 'MosChip' and 'Consultant' may hereinafter be referred to individually as a party, or collectively as the parties.

WHEREAS;

1. MosChip is a BSE Listed Company engaged in the business of Semiconductor & IoT Products and Services.
2. Consultant is in the business of providing newspaper publications, advertising and print media services.
3. MosChip is desirous to engage Consultant for providing advertisement and newspaper publication of its Board Meeting notices, Shareholders Meeting notices, Postal ballot notices, Financial Results and any other publications as may be required ("purpose"), Consultant is having expertise has agreed to provide the services to MosChip.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Engagement and Services

- (a) **Scope of Services.** The "Scope of Services" for the Agreement between MosChip and Consultant is as mentioned in "Annexure - A" to this Agreement.



- (b) **Standard of Services.** All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. MosChip shall provide such access to its information and personnel as may be reasonably required in order to permit Consultant to perform the Services.

2. **Consultancy Period**

(a) **Commencement.** This Agreement shall commence on the Effective Date and will be in force for a period of three years from the effective date and shall be renewed by mutual consent for subsequent years.

(b) **Termination.** This Agreement may be terminated by either Party by giving 30 (Thirty) calendar days written notice of such termination to the other Party

(c) **Effect of Termination.** Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. **Consultancy Fee**

In consideration of the Services mentioned in "Scope of Work", MosChip shall pay Consultant a Consultancy fee as per the fee mentioned in "Annexure - B" to this Agreement.

Consultant should raise the invoice whenever it publishes newspaper advertisement for MosChip. MosChip will pay the fee to consultant within 30 days from the date of submission of all undisputed invoices.

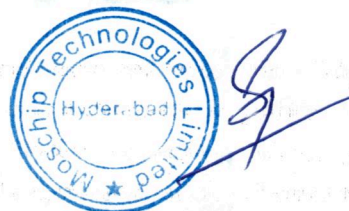
The Consultancy fee mentioned herein above is subject to the applicable taxes from time to time.

4. **Confidential Information**

During the process of providing Consultancy services, MosChip will be providing Consultant with confidential data which is not available in public domain - this includes financial results, financial statements, Notice of Board Meetings and Shareholders Meetings. Consultant should keep this data confidential and should not share with anyone under any circumstances.

5. **Compliance.**

Consultant represents and warrants that Consultant shall at all times comply with all applicable laws, regulations, and rules of any governmental authority and/or jurisdiction,



including, but not limited to, Labour and employment laws, Tax laws and regulations. Consultant further represents and warrants that it has obtained and will maintain any applicable approvals, registrations, licenses, permits or the like with regard to performance under this Agreement.

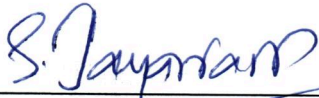
6. Jurisdiction and Applicable Law

This Agreement shall be construed in accordance with the laws of India. Any claims, differences or disputes under or in relation to this Agreement shall be resolved amicably failing which the same shall be referred to the Sole Arbitrator appointed by both the parties. Any claims, differences or disputes under or in relation to this Agreement will be referred to Arbitration in accordance with Arbitration and Conciliation Act ,1996 and the venue of arbitration will be Hyderabad. This Agreement is subject to the jurisdiction of courts of Hyderabad.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of

[MosChip Semiconductor Technology Limited]




Signature
Name: Mr. Jayaram Susarla
Title: CFO



Witness:

01)


(Sweshy Bachalakurra)

Signed for and on behalf of

[VINAY ARTS]

For VINAY ARTS


Proprietor

Signature
Name: G. Chandramohan Rao
Title: Proprietor

01)

ANNEXURE - A

Scope of Services

- Newspaper Publication of Board Meeting Notices.
- Newspaper Publication of Shareholders Meeting Notices (AGM & EGM).
- Newspaper Publication of Postal Ballot Notices to the Shareholders.
- Newspaper Publication of Financial Results.
- Any other publication as MosChip may require from time to time.

ANNEXURE - B

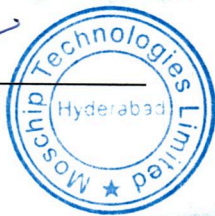
Fee for Services

S. No	Name of Publication	Language	Rate per Sq.cm
01	Financial Express (all editions)	English	Rs. 90 /-
02	Nava Telangana (Hyderabad)	Telugu	Rs. 15 /-

For MosChip ~~Semiconductor~~ Technology Ltd.




Jayaram Susarla



For VINAY ARTS

For VINAY ARTS


Proprietor
Authorized Signatory

