

This Reference Interconnection Offer (RIO) is being put out by New Delhi Television Limited (NDTV) pursuant to the Interconnection Notifications/Regulations issued by TRAI and contains only the basic technical and commercial terms and conditions. The Distribution Rights for the channels are granted by NDTV to any Multi Systems Operator/Distributor/DTH operator etc after execution of the Interconnection agreement and compliance of any other statutory requirement.

SUBSCRIPTION CUM MARKETING AGREEMENT

This subscription cum marketing Agreement (“**Agreement**”) is entered on _____, 20__ at New Delhi between

New Delhi Television Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 207, Okhla Industrial Estate, Phase III New Delhi – 110 020 (hereinafter referred to as “**NDTV**” or “**Company**”, which expression unless repugnant to the context and meaning thereof shall mean and include its representatives, legal heirs, successors, administrators, group/affiliate companies and permitted assigns) of the **FIRST PART**; and

_____ a company/firm having its registered office at _____ (hereinafter referred to as “**Distributor**” which expression unless repugnant to the context and meaning thereof shall mean and include their representatives, legal heirs, successors, administrators and permitted assigns etc.) of the **SECOND PART**

NDTV and Distributor shall hereinafter be referred to severally as “**Party**” and collectively as “**Parties**” as the context may require.

WHEREAS:

- A.** NDTV is engaged in the business of production of news and other television programmes and also broadcasts the television channels, namely, “NDTV India”, “NDTV Profit/Prime”, “NDTV 24X7” and NDTV Good Times (collectively referred to as “**NDTV Channels**”).
- B.** Distributor has represented to the Company that it has the necessary infrastructure, resources, experience and expertise in distributing the NDTV Channels to its various customers, through their distribution network.

C. NDTV has agreed to grant a non-exclusive leave and redistribution license to the Distributor to down link the NDTV Channels on the terms and conditions as contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, mutual covenants and agreements herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GRANT OF DISTRIBUTION RIGHTS

NDTV grants to the Distributor the non-exclusive right and license to down link, receive, re- distribute, broadcast and transmit the NDTV Channels through the Distributors distribution Network to their subscribers during the term of this Agreement.

2. MARKETING OBLIGATIONS

- 2.1 The Distributor shall market and endeavor to make popular and visible the NDTV Channels across its distribution network covering the cities of and whilst doing so may use or adopt any reasonable and mutually agreed methods and strategy to do so.
- 2.2 The Distributor also acknowledges that at no point in time, shall NDTV be disadvantaged in any of the marketing obligations with channels of similar genre across all Distributor owned or operated Digital Control rooms and other mediums and all marketing activities as depicted in Annexure A
- 2.3 The Distributor would ensure that the NDTV Channels will be bundled and made visible across all packs with the channels of similar genres at all times without any disadvantage with channels of similar genre.

3. CHANNEL TRANSMISSION, ACCESS AND DISTRIBUTION

3.1 **Receiver Box or IRD:** NDTV will provide an Integrated Receiver Decoder to allow the Distributor to access to each of the NDTV Channels.

3.2 **Viewing Cards:** NDTV shall provide the Distributor with the necessary Viewing Cards to decode each Channel, subject to the Distributor

- (a) using its reasonable commercial endeavors to ensure that they are not tampered with in any way, and

(b) informing NDTV immediately if they are lost or stolen.

3.3 The IRD/Viewing Card(s) supplied by NDTV shall at all times remain the sole and exclusive property of NDTV and the Distributor shall forthwith return the same to NDTV upon expiry or termination of the Agreement for any reason whatsoever and/ or, at the request of NDTV.

3.4 The Distributor shall not pledge, charge, encumber or in any way part with the possession of the IRD/Viewing Card(s) without the prior written permission of NDTV. Further, it shall not remove or replace any or all parts of the IRD/Viewing Card(s). The Distributor shall allow authorized employees or agents of NDTV, free access to the IRD/Viewing Card(s) to check whether the IRD/Viewing Card(s) is being properly used.

3.5 The Distributor will be responsible for bearing the costs for down linking of the NDTV Channels as per the satellite feed particulars provided by NDTV.

4 SUBSCRIBER REPORT

On or before the seventh (7th) day after the end of every month during the term of this Agreement, the Distributor will provide a monthly report ("Subscriber Report") to NDTV that will set out the total number of subscribers at the beginning and end of each month receiving each of the NDTV Channels and such other information that NDTV may require for the purposes of calculation of the subscription fees to be paid to NDTV by the Distributor ("**Subscription Fees**").

5 TERM

The term of this Agreement shall be from the date of this Agreement and shall remain in force for a period of _____ or unless terminated in advance in accordance with this Agreement.

6 CONSIDERATION AND PAYMENT TERMS

6.1 The Distributor shall pay to NDTV the Subscription Fees, on a monthly or other regular basis, equal to the rate per Subscriber as agreed between the Parties, multiplied by the Declared Number of Subscribers set forth in the Subscription Report generated by the Distributor. NDTV shall raise an invoice based on this report.

6.2 NDTV reserves the right to revise the Rate for the NDTV Channel distribution to be charged by NDTV to the Distributor. Any changes in the Rate communicated to the

Distributor by NDTV shall automatically be deemed to be an amendment to the payment terms of this Agreement.

- 6.3 NDTV shall pay the Distributor a marketing fee of Rs. _____ for the marketing obligations that the Distributor undertakes as per Clause 2 of this Agreement. The Distributor shall raise an invoice at the end of each month for such amounts.
- 6.4 The above mentioned considerations shall be paid with in a credit term ofdays from the end of the month for which the invoices has been raised during the term of the agreement
- 6.5 NDTV reserves the right to set-off any amounts from out of the payments due and payable by the Distributor to NDTV as per the Subscription report and pay the balance amount to the Distributor within 15 days of the date of the invoice.
- 6.6 Service tax shall be charged at the prevailing rate.
- 6.7 Where applicable, all payments shall be subject to applicable TDS and the Party obliged to deduct such TDS shall supply to the other Party TDS receipts evidencing payment of TDS and any other materials to enable the other Party to claim credit of the TDS deducted and paid on its behalf.

7 TAXES, LEVIES, DUTIES.

Each Party shall be responsible for compliance and payment of all taxes, duties, levies, cess, surcharge or any other charges that may be applicable on them or for the transactions as contemplated under this Agreement by whatsoever name called except the Service Tax.

8 AUDIT

- 8.1 NDTV either through itself or through an independent auditor shall have the right during the term of this Agreement, to review and/or audit the systems, records and data related to those Agreements for the purposes of verifying full compliance to the terms and conditions of this Agreement. The Distributor shall give NDTV auditors such assistance as they may reasonably require to carry out the audit. NDTV shall give the Distributor a written notice at least 7 days before the exercise is undertaken.

8.2 In the event an audit reveals that the Distributor has under-reported the number of subscribers or the license fee or has misrepresented any item or has failed to keep accurate and complete records

- i. The Distributor shall make immediate payment of all amounts due plus late payment interest thereon. In the event the audit reveals that the underreported license fee due for any period exceeds the licensee fee reported by the Distributor by 2% or more, the Distributor shall in addition also pay NDTV the costs in relation to such audit and also take necessary steps to avoid such errors in future.
- ii. NDTV shall have the option at its sole discretion (in addition to NDTV's other rights and remedies under Law or equity) to suspend delivery of the signals of the NDTV Channels and or to terminate this Agreement as per the provisions of this Agreement, in the event the Distributor fails to make payment of the full amount of license fee due along with late payment interest thereon and or fails to avoid recurrence of errors in reporting

9. PIRACY CONTROL

9.1 The Distributor shall enforce strict anti-piracy and auditing practices to ensure a fair and competitive market place. The Distributor agrees to consistently enforce all anti-piracy laws.

9.2 The Distributor undertakes that it shall not, either by itself or through others, copy, tape or otherwise reproduce any part of the NDTV Channels. The Distributor further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall notify NDTV of any unauthorized copying, taping or use of any part of the NDTV Channels and shall fully cooperate with all requests by NDTV to take such steps as are reasonable and appropriate to cause such activities to cease.

9.3 Further the Distributor shall report to NDTV any incident it becomes aware of, any unauthorized copying, transmitting, exhibiting or other illegal use of any of the Channels or the content therein on any means or medium.

9.4 The Distributor shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the NDTV Channels, distributed/ transmitted through its distribution network at least every 10 minutes on a 24x7x365 basis.

9.5 The Distributor shall take commercially reasonable steps to prevent or to stop unauthorized or illegal use of any of the NDTV Channels, content therein or signals thereof. In case of any

Piracy, the Distributor shall assist and co-operate with NDTV in protecting its proprietary rights.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Distributor acknowledges that except for leave and license rights granted to the Distributor to downlink and re-distribute the NDTV Channels, NDTV owns and retains the entire copy rights over the NDTV Channels and over the programmes broadcast on the NDTV Channels.

10.2 As between NDTV and the Distributor, the Distributor acknowledges that all right, title and interest in the programming, content and all trademarks, trade names and logos and other proprietary marks relating to the NDTV Channels shall belong exclusively to NDTV and the Distributor is not permitted to use such marks, names or logos except to the extent authorized by and in the manner approved by NDTV.

11. INDEMNITY

Each party shall indemnify, defend, and hold harmless the other party harmless against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any breach (or alleged breach) by the first party of any of the provisions or representation and warranties of this Agreement.

12. EXCLUDED DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

13. FORCE MAJEURE

13.1 On this Agreement, "Force Majeure Event" means any event preventing either Party from performing any or all of its obligations which arises from, or is attributable to, acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, but not limited to, acts of God, fire, storms, floods, earthquake or lightning, nuclear accident, war, hostilities, terrorist acts, riots, civil commotion or disturbances, embargoes, sabotage, explosions, change in governmental laws, orders or regulations adversely affecting or preventing due performance by either Party of its duties, obligations or responsibilities under this Agreement.

13.2 If either Party is totally or partially prevented from performing any of its obligations under this Agreement as a result of a Force Majeure Event, it shall promptly notify the other of the matters constituting the Force Majeure Event and provide the other Party with its best estimate of the likely extent and duration of the Force Majeure Event. The Party prevented from performing its obligations under this Agreement by a Force Majeure Event shall be excused performance of such obligations from that date of such notice for so long as the Force Majeure Event shall continue provided that:

- (a) such Party shall, throughout the duration of the Force Majeure Event, take all reasonable steps to mitigate the effects of the Force Majeure Event; and
- (b) upon cessation of the Force Majeure Event, the PARTY affected shall promptly notify the other of such cessation.

13.3 If performance by either Party under this Agreement is only partially affected by a Force Majeure Event, such Party shall, at the other PARTY's sole option, nevertheless remain liable for the performance of those obligations not affected by the Force Majeure Event.

14. ASSIGNMENT

Each party may assign the whole or part of its rights and obligations under this Agreement to any of its Affiliates provided that the prior written consent of the other party shall be obtained,

15. CONFIDENTIALITY

The parties agree that the terms of this Agreement and all other related information exchanged between the parties is confidential in nature and each party agrees not to disclose these terms or other information to any third party, except (i) to its professional advisers for the purpose of seeking advice or enforcing its rights in connection with this Agreement; or (ii) where such disclosure is required to be disclosed by law, regulatory authority, stock exchange requirement or pursuant to a judicial order. Subject to the

above, each Party may make an announcement concerning the execution of this Agreement with the prior written approval of the other party or if the other party does not reasonably object within 2 business days of notification of the terms of the announcement. This clause survives the expiration or termination of this Agreement.

16 TERMINATION

16.1 This Agreement may be terminated by either Party (the “Originating Party”) forthwith upon a 15 days written notice to the other Party (the “Defaulting Party”) in the event the Defaulting Party :

- I. commits a breach of any of its material obligations under this Agreement other than as a result of a Force Majeure Event, and (in the case of a breach capable of being remedied) the Defaulting Party fails, within twenty (20) days after the receipt of a request from the Originating Party in writing so to do, to remedy such breach to the reasonable satisfaction of the Originating Party;
- II. shall have a receiver, trustee or manager appointed over it or any part of its undertakings or assets or shall pass a resolution for winding-up or dissolution (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Defaulting Party shall become subject to a judicial management or bankruptcy order or shall enter into any composition or arrangement with its creditors or shall cease or threaten to cease to carry on business, in either case other than any scheme of amalgamation;
- III. is totally or partially prevented from performing any of its obligations under this Agreement as a result of a Force Majeure Event (as defined below) for a period of more than sixty (60) consecutive days.

16.2 NDTV retains the right to terminate this Agreement, without assigning any reasons, by serving a notice of 30 days on the Distributor.

17. Effect of termination:

Upon the expiry or earlier termination of this Agreement:-

- (i) The Distributor shall forthwith cease broadcast or any use of the NDTV Channels or any part thereof;

- (ii) The Distributor shall forthwith deliver to NDTV all materials/equipments provided by NDTV to the Distributor in respect of the NDTV Channels or any part thereof;
- (iii) Either Party shall forthwith pay to the other all sums due and payable up to the date of such termination.

18. DISPUTE RESOLUTION

The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of /in connection with or as a result of the Agreement

19. SEVERABILITY

If any provision in this Agreement is determined by a court of competent Jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

20. CUMULATIVE RIGHTS AND REMEDIES.

Except as otherwise specified in this Agreement the rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as relevant Party considers appropriate and are in addition to their respective rights and remedies under general law.

21. NOTICES

A notice or other communication must be in English and is properly given or served by a party if that party (a) delivers it by hand; (b) posts it; or (c) delivers it by facsimile. A notice or other communication is deemed to be received if: (i) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service; (ii) sent by post from and to an address within the Territory, after ten (10) business days; (iii) sent by post from or to an address outside the Territory, after fourteen (14) business days; or (iv) sent by facsimile, when transmitted during normal business hours in the Territory, as evidenced by a transmission report containing a remote station identification and confirmation of the time of such transmission and pages sent (or, if such time is outside normal business hours In the Territory, at the time of resumption of normal business hours)

22. ANNOUNCEMENT

Neither Party shall make any announcement relating to this Agreement, any matter arising in respect of this Agreement or its relationship with the other Party, without the prior written consent of the other Party. The form and content of any such announcement shall be consented and agreed to by both Parties. The Parties also agree to keep all matters relating to this Agreement secret and confidential.

23. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement will be construed as creating partnership, joint venture, agency or employment between the Parties. The Parties shall not be responsible for the acts or omissions of the other and neither Party shall have nor represent that it has any power /authority to speak for, represent, bind or assume any obligation on behalf of the other Party in any way without the prior written consent of the other Party.

24. MODIFICATIONS

The Agreement cannot be modified, varied, altered or terminated orally, and any modification, variation, alteration of the Agreement shall be mutually agreed in writing and executed by or on behalf of the Parties.

25. COUNTERPARTS AND CAPTIONS.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The captions and headings are for convenience of reference only and shall not be used to construe or interpret this Agreement.

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and there are no further or other promises, representations, warranties or Agreements or understandings, whether written or oral, except as contained herein. This Agreement cannot be modified in any way except in writing signed by the Parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement and terms and conditions shall be deemed to be effective from the date of signing this Agreement.

Signed & Delivered On behalf of

Signed & Delivered On behalf of

New Delhi Television Limited

Authorized Signatory

Authorized Signatory

Annexure A

- NDTV 24x7 to be amongst Top.....in the English News genre.
- NDTV India to be amongst Top.....in the Hindi News genre.
- NDTV Profit to be amongst Top.....in the Business News genre.
- NDTV Good Times to be amongst Top.....in the Lifestyle/Infotainment genre.

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