

REFERENCE INTERCONNECT OFFER (“RIO”) FOR DIGITAL ADDRESSABLE CABLE TELEVISION SYSTEMS (“DAS”)

This RIO for DAS is issued and published by New Delhi Television Limited pursuant to Regulation 7 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 3, 2017 (as amended from time to time).

Those DAS operators who are desirous of accepting this RIO must sign the Subscription Agreement appended hereunder and submit all the information and the documents as listed under the Subscription Agreement and its various Schedules.

Upon counter signature by New Delhi Television Limited, the Subscription Agreement shall become binding on the parties and enforceable at law.

Please note that this RIO based Subscription Agreement is without prejudice and subject to the outcome of WP Nos. 44126 & 44127 of 2016 pending before the Honourable High Court of Judicature at Madras and any other challenges arising therefrom.

Website Copy

SUBSCRIPTION AGREEMENT

This Subscription Agreement (“**Agreement**”) is entered on ----- 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 – 110020 (hereinafter referred to as “**NDTV**” or “**Broadcaster**”, 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 its representatives, legal heirs, successors, administrators and permitted assigns) 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 programs 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 its distribution network and that it owns and operates a digital addressable cable television platform, as provided under Section 4A of The Cable Television Network (Regulation) Act of 1995 (“**Cable TV Act**”) and the Rules framed thereunder as amended from time to time, read with the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 3, 2017, as amended, from time to time (“**Interconnection Regulations**”).
- C. The Distributor further represents that it has completed and satisfied the requirements under the Interconnection Regulations and that it possesses a valid and subsisting registration permitting it to provide the services through the digital addressable cable television platform and the Distributor is desirous of carrying the Channels on its Platform (*defined below*).
- D. Based on the representations of the Distributor, NDTV has agreed to grant a non-exclusive leave and redistribution license to the Distributor to downlink the NDTV Channels on the Platform 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. DEFINITIONS

- 1.1 “**Active Subscriber**” means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system/ CAS of the Distributor and whose set top box has not been denied signals.
- 1.2 “**Affiliate**” of a Party shall mean any other person that, either directly or indirectly through one or more intermediate persons, controls, is controlled by or is under common control with such Party. For the purposes of this definition, “**Control**” means (a) having an ownership of at least 26%; and/or (b) the power to direct and control the management or policies of such Party, whether through the power to appoint majority of the members on the board of directors or similar governing body, through contractual arrangements or otherwise;
- 1.3 “**A-la-carte**” shall mean offering of the Available Channels individually or standalone basis;
- 1.4 “**Applicable Laws**” shall mean any and all laws, regulations, directions, notifications or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and TDSAT;
- 1.5 “**Authorized Area**” shall mean such geographical area/location of India as indicated in Schedule A;
- 1.6 “**Available Channels**” shall mean the linear, satellite delivered and advertiser-supported television channels owned and/or operated by the Broadcaster in accordance with the Applicable Laws, which are offered a-la-carte, a list of which is provided in Schedule A;
- 1.7 “**Average Active Subscriber Base**” means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in Schedule B attached to this Agreement.
- 1.8 “**Cable TV Act**” shall have meaning assigned to it in recital B;
- 1.9 “**CAS**” shall mean the conditional access system maintained by the Distributor which: (a) has the ability to authorize and grant access to only those television channels which a subscriber has subscribed; (b) scrambles and encrypts the signal of television channels to prevent unauthorized reception of such channels by those not paying for the service; and (c) complies with the terms of this Agreement and Applicable Laws including Interconnection Regulations;
- 1.10 “**Channels**” shall mean those Available Channels that are selected by the Distributor as A la Carte, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule C) consisting of the list of Available Channels; it being agreed that if any designated box against an Available Channels is left unmarked, it shall be deemed to have not been selected by the Distributor for the purposes of this Agreement. For purposes of clarity, the selected Available Channel

on an A la Carte basis in accordance with the foregoing shall be deemed to form part of this Agreement in respect of which NDTV shall grant license to the Distributor in accordance with the terms of this Agreement;

1.11 "**NDTV Marks**" shall mean trade names, trademarks, logos and service marks owned by NDTV, and its Affiliates and rights holders in connection with the Channels and Available Channels;

1.12 "**Commercial Subscriber**" means a subscriber who causes the signals of the television channels to be heard or seen by any person for a specific sum of money to be paid by such person.

Note: The definition of the term "Commercial Subscriber" is without prejudice to the rights and contentions of the Broadcaster and would be subject to revision depending upon the orders/direction as may be finally passed in in Appeal No. 4(C) of 2015 before the Hon'ble Telecom Disputes Settlement and Appellate Tribunal and the Writ Petition (C) No. 5161 of 2014 and Writ Petition (C) No. 506 of 2016 before Hon'ble High court of Delhi or any other challenge in this regard. The provisions relating to the Commercial Subscriber / Commercial Establishment shall be subject to the outcome of the aforesaid petition.

1.13 "**DAS**" means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the subscriber on the explicit choice and request of such subscriber;

1.14 "**Disconnection Notice**" shall mean a written notice of such duration (currently twenty one (21) days from the date of the written notice as of date of this Agreement) which is required to be given in accordance with the Applicable Laws by: (a) the Distributor to NDTV if Distributor wishes to disconnect the signal of and stop distribution on its Platform the Channels due to NDTV's breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) NDTV to the Distributor if NDTV wishes to disconnect the signal of any or all Channels and stop making available the Channels due to the Distributor's breach of this Agreement;

1.15 "**Due Date**" shall have meaning assigned to it in Clause 7.8 of this Agreement;

1.16 "**EPG**" shall mean electronic programme guide;

1.17 "**Equipment**" shall mean and include the IRDs and the Viewing Cards;

1.18 "**Force Majeure Event**" shall have meaning assigned to it in Clause 14.1 of this Agreement;

1.19 "**Intellectual Property**" shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Channels; (ii) the Channel Marks and all trademarks,

trade names, service marks, logos, materials, formats, and concepts relating to the Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Channels;

1.20 “**Interconnection Regulations**” shall have meaning assigned to it in recital B of this Agreement;

1.21 “**IRDs**” or “**DSRs**” shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels;

1.22 “**Maximum Retail Price**” or “**MRP**” with respect to each Channel for the purposes of this Agreement shall mean the maximum price, excluding taxes/cess, payable by a Subscriber of such Subscribed Channel, as set forth in Schedule A;

1.23 “**Monthly License Fee**” shall have meaning assigned to it in Clause 7.1 of this Agreement;

1.24 “**Platform**” shall mean DAS platform owned and/or operated by the Distributor and its sub-operators in the Authorized Area and for purposes of clarity shall exclude any and all other media platforms and means of distribution of content and television channels including without limitation, analogue cable systems, non-addressable digital cable systems, direct-to-home (DTH), headend-in-the-sky (HITS) and internet protocol television (IPTV);

1.25 “**Rate**” shall have meaning assigned to it Clause 7.1;

1.26 “**RIO**” means reference interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean the reference interconnect offer for DAS;

1.27 “**Set Top Box**” or “**STB**” means a device which is connected to or is part of a television and which allows a Subscriber to receive in unencrypted and descrambled form the Channels through an addressable systems;

1.28 “**SMS**” shall mean the subscriber management system maintained by the Distributor in accordance with the Applicable Laws;

1.29 “**Subscriber**” shall mean an Active Subscriber in the Authorized Area who receives signals of the Subscribed Channel(s) from the Distributor’s Platform (directly and/or through its sub-operators known as local cable operators (LCO)) at a place indicated by such Active Subscriber and uses the same for domestic purposes without further transmitting it to any other person, and shall specifically exclude Commercial Subscribers. For purposes of clarity, where two or more connections in a private residential household or a private residential unit receive the Channels, each such additional connection shall be accounted for and referred to as separate Subscriber under this Agreement;

1.30 “**Subscribed Channel(s)**” means the channel(s) from amongst the Channels subscribed and retransmitted by the Distributor through the Distributor’s Platform, as are specifically identified by the Distributor by assigning tick marks (√) against such channel(s) from amongst the listed Channels in Schedule A attached to this Agreement.

- 1.31 “**Subscriber Report**” shall have meaning assigned to it in Clause 5.2;
- 1.32 “**Suspended Channels**” shall have meaning assigned to it in Clause 17.3;
- 1.33 “**Term**” shall have meaning assigned to it in Clause 6;
- 1.34 “**TRAI**” shall mean Telecom Regulatory Authority of India;
- 1.35 “**TDSAT**” shall mean Telecom Disputes Settlement and Appellate Tribunal;
- 1.36 “**Validation Form**” shall mean Validation Form set forth in Schedule C;
- 1.37 “**Viewing Card**” or “**VC**” shall mean the smart card provided by NDTV to the Distributor to be used together with the IRD in order for the Distributor to access and decode the signals of the respective Channels.

2. GRANT OF DISTRIBUTION RIGHTS

2.1 Subject to the payment of License Fee and strict compliance of the terms of this Agreement by the Distributor, NDTV grants to the Distributor a non-exclusive right and license, during the Term and in the Authorized Area, and the Distributor accepts the said license, right and obligation, to downlink, receive, re-distribute, broadcast and transmit the linear feed of the Channels strictly in an encrypted form through and via the Platform to its Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365 basis .

2.2 Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by NDTV to the Distributor under this Agreement:

- a. shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Distributor to provide its Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever;
- b. is limited to the re-transmission of the Channels on “as is” basis without editing, altering modifying and/or interrupting the signal in any manner whatsoever;
- c. shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or any other media platform including, but not limited to, any form of on-demand transmission of audio-visual content via PPV, VOD, SVOD, TVOD, NVOD etc.;
- d. shall exclude time shifting of the programming of the Channels; and
- e. shall exclude the multiplexing of the Channels

3. DISTRIBUTOR OBLIGATIONS

3.1 The Distributor hereby undertakes that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing channels on a genre basis while making a package and/or while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Distributor's Platform.

4. CHANNEL TRANSMISSION, ACCESS AND DISTRIBUTION

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

4.2 **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.

4.3 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.

4.4 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.

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

5. SUBSCRIBER REPORT

5.1 The Distributor shall within seven (7) days from the end of each calendar month , provide in the format specified in Schedule B, complete and accurate monthly subscriber report of the Subscribed channels city/area wise. Reports under this Agreement shall be generated only through SMS and CAS which should be fully integrated and the same should be in both Microsoft Excel sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited. The Distributor shall maintain, at its own cost, SMS which shall be fully integrated with the CAS. The Distributor warrants that any activation or de-activation of a Subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS.

5.2 The above mentioned subscriber information will be required by NDTV for the purposes of calculation of the Monthly License Fee (*as defined below*) to be paid to NDTV by the Distributor.

6. TERM

The term of this Agreement shall be from the date of this Agreement and shall remain in force for a period of _____ years or unless terminated in advance in accordance with this Agreement (“**Term**”).

7. BROADCASTER SHARE OF MRP AND PAYMENT TERMS

7.1 Distributor For each month or part thereof during the Term of the Agreement, the Distributor shall pay to NDTV a monthly share of MRP (“**Monthly License Fee**”) which shall be calculated as under:

7.1.1 If the Broadcaster offers the Subscribed channel(s) on a ala-carte basis to subscribers of its Permitted Digital Distribution Platform, then the Broadcasters share of MRP for each Subscribed channel offered on ala-carte basis shall be such amount as shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Broadcaster’s share of MRP (A-la-carte rate of the Subscribed Channel set out in **Annexure B**. Attached to this Agreement less Distribution Fee of 20% of the ala-carte rate of the Subscribed Channel) multiplied with the applicable Average Active Subscriber Base of such Subscribed Channel for the applicable month.

7.1.2 In addition to the Affiliate offering the Subscribed Channel(s) on a-la-carte basis, if the Affiliate makes available the Subscribed Channel(s) as part of Package(s) offered to subscribers of Affiliate’s Permitted Digital Distribution Platform, then the Broadcaster’s share of MRP for each Subscribed Channel forming part of each such Package(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Broadcaster’s share of MRP (A-la-carte rate of the Subscribed Channel set out in **Annexure B**. Attached to this Agreement less Distribution Fee of 20% of the ala- carte rate of the Subscribed Channel) multiplied with the applicable Average Active Subscriber Base of each such Package(s) wherein the Subscribed Channel(s) is/are made available for the applicable month

7.2 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.

7.3 Service tax/ GST shall be charged at the prevailing rate.

7.4 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.

7.5 The Monthly License Fee shall be paid by the Distributor in arrears within fifteen (15) days from receipt of invoice (the “**Due Date**”) which shall be raised by NDTV on the basis of the Subscriber Report to be submitted by the Distributor to NDTV in accordance with Clause 5 above.

7.6 The Distributor shall make the payment of the Monthly License Fee on each Due Date without any deduction except deduction of TDS/withholding tax in accordance with Clause

7.7. The Distributor shall be required to make payment of the Monthly License Fee on or before each Due Date in accordance with the terms hereof, and any failure to do so on the part of the Distributor shall constitute a material breach of this Agreement. NDTV shall have a right to charge interest at a monthly rate of 18% on that portion of each Monthly License Fee which remains unpaid after the Due Date. The imposition and collection of interest on late payment of Monthly License Fees does not constitute a waiver of the Distributor’s absolute obligation to pay the Monthly License Fees on or before the Due Date.

8. 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.

9. AUDIT

9.1 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.

9.2 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

10. PIRACY CONTROL

10.1 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.

10.2 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 programs for resale or deal in any copied programs 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.

10.3 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.

10.4 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.

10.5 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.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 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 Intellectual Property Rights over the NDTV Channels and over the programme broadcast on the NDTV Channels.

11.2 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.

12. INDEMNITY

12.1 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.

12.2 The aggregate liability of NDTV and its Affiliates to the Distributor for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly License Fee for the last month actually paid by the Distributor to NDTV under this Agreement.

13. 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.

14. FORCE MAJEURE

14.1 In 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, regulations or restriction (whether international, national or local), public strike, labour dispute, public disaster, satellite failure or transponder failure adversely affecting or preventing due performance by either Party of its duties, obligations or responsibilities under this Agreement.

- 14.2 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.
- 14.3 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.

15. 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.

16. 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.

17. TERMINATION

- 17.1 This Agreement may be terminated by either Party (the "Originating Party") forthwith upon serving a Disconnection 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.

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

17.3 Pursuant to Clause 17.1 of this Agreement and without derogating in any manner the right of NDTV to terminate this Agreement, where NDTV opts to suspend this Agreement partially in respect of certain specified Channels (“**Suspended Channels**”) or whole of this Agreement in respect of all the Channels, then NDTV shall have a right, in addition to all the other rights and remedies available to NDTV in law, contract or equity, to claim the Monthly License Fees in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by NDTV through and until the Agreement is either reinstated or terminated by NDTV.

17.4 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/Equipment 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 this 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
New Delhi Television Limited

Signed & Delivered On behalf of

Authorized Signatory

Authorized Signatory

Website Copy

Schedule A

NDTV Channels along with their MRP

Sl. No.	Name of the NDTV Channel	MRP (In INR)
1.	NDTV 24x7	2.50
2.	NDTV India	0.85
3.	NDTV Profit	2.25
4.	NDTV Good Times	3.50

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Schedule B

Computation of the Average Active Subscriber Base

[for each head end /installation address or earth station (as the case may be) and each applicable State/Union Territory as per the Authorized Area of Transmission]

(I) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE ON A-LA-CARTE BASIS

Average Active Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7 th day of the month	Number of subscribers of the Subscribed Channel on 14 th day of the month	Number of subscribers of the Subscribed Channel on 21 st day of the month	Number of subscribers of the Subscribed Channel on 28 th day of the month	Average Active Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = $\{(3)+(4)+(5)+(6)\}/(4)$

(II) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE IN PACKAGES

Average Active Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing Package consisting of such channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by the Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Subscribed Channel	Number of subscribers of the Package consisting of Subscribed Channel on 7 th day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 14 th day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 21 st day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 28 th day of the month	Average Active Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = $\{(3)+(4)+(5)+(6)\}/(4)$

Schedule C

Validation Form

ALA-CARTE MAXIMUM RETAIL PRICES OF CHANNELS

Please tick the subscribed channels

Sr No.	Select	Channel Name	Genre	Rate per Subscriber per month (In INR)
1	<input type="checkbox"/>	NDTV24X7	English News	2.50
2	<input type="checkbox"/>	NDTV India	Hindi News	0.85
3	<input type="checkbox"/>	NDTV Profit	English Business News	2.25
4	<input type="checkbox"/>	Good Times	Lifestyle	3.50

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