

REFERENCE INTERCONNECT OFFER (“RIO”) OF NDTV LTD. FOR ALL DIGITAL DISTRIBUTION PLATFORMS TO BE EFFECTIVE FROM 29TH DECEMBER 2018.

The terms and conditions of this Reference Interconnect Offer are drafted pursuant to the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (“**Regulations**”) and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (“**Order**”), dated March 3, 2017 and re-notified by the Telecom Regulatory Authority of India on July 03, 2018 (collectively referred to as the “**Interconnect Regulations**”) and would be effective from December 29, 2018 (“**Effective Date**”).

This RIO based interconnection/subscription is without prejudice and subject to the outcome of:

- (a) civil appeal no. 7326 & 7327 of 2018 pending before the Honorable Supreme Court of India against the judgement dated 23rd May 2018 of the High Court of Madras in WMP No. 10619 and 10620 and EWP No. 44126 and 44127 of 2016; and
- (b) the order(s) of the High Court of Delhi in WP(C) no. 4091 of 2017 and WP(C) No. 4135 of 2017.

In the event there is any change in the Effective Date due to the outcome of the aforesaid case/s, the effective date would change accordingly. Further, in the event there are any changes in the Interconnection Regulations due to the above mentioned court orders, the Broadcasters shall revise/modify/alter the terms of this RIO and the Interconnection/Subscription Agreement and a fresh Interconnection/Subscription Agreement covering all such revisions/modifications/alterations shall be executed between the parties and this RIO dated _____ and the Interconnection/Subscription Agreement and any unexpected copy of the said RIO and Interconnection /Subscription Agreement that might have been sent by an Distributor shall be null and void.

The Broadcaster has designated the following persons for receiving the request for interconnection from the multi-system Distributors(“MSO”) and their grievance redressal pertaining to this Reference Interconnect Offer/Interconnection/Subscription Agreement

Sl No	Name of the Designated Official	Contact Number	Email id	Territory
1.	Ravi Sachdeva	011-46176321	ravis@ndtv.com	North, East and Central India
2.	Kirandev Hiremath	91-9845524240	kirandev@ndtv.com	West and South India
3.	Rohit Jaiswal	011 – 46176361	rohitj@ndtv.com	All India DTH, IPTV and HITS services

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

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

Interconnection/Subscription Agreement.

This Interconnection/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 successors, affiliates and permitted assigns) of the FIRST PART;

And

_____, a company/ firm incorporated under _____ and 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 a “**Party**” and collectively as “**Parties**” as the context may require.

WHEREAS:

- A. NDTV is media house and operates television channels “NDTV India”, “NDTV Profit/Prime”, “NDTV 24X7” and 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 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 “**Affected Channels**” shall have a meaning assigned to it in clause 17.4
- 1.3 “**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;
- 1.4 “**A-la-carte**” shall mean offering of the Available Channels individually or standalone basis;
- 1.5 “**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;
- 1.6 “**Authorized Area**” shall mean such geographical area/location of India as indicated in Schedule A;
- 1.7 “**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;
- 1.8 “**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.
- 1.9 “**Cable TV Act**” shall have meaning assigned to it in recital B;
- 1.10 “**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;
- 1.11 “**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;

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

1.13 "**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.

1.14 "**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 Distributor to the subscriber on the explicit choice and request of such subscriber;

1.15 "**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;

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

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

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

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

- 1.20 “**Hardware Form**” shall mean the form as set forth in Schedule D attached hereto:
- 1.21 “**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 (iii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Channels;
- 1.22 “**Interconnection Regulations**” shall have meaning assigned to it in recital B of this Agreement;
- 1.23 “**IRDs**” or “**DSRs**” shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels;
- 1.24 “**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;
- 1.25 “**Monthly License Fee**” shall have meaning assigned to it in Clause 7.1 of this Agreement;
- 1.26 “**Platform**” shall mean DAS platform owned and/or operated by the Distributor and its sub-Distributors 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);
- 1.27 “**Rate**” shall have meaning assigned to it Clause 7.1;
- 1.28 “**RIO**” means reference interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean the reference interconnect offer for DAS;
- 1.29 “**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 system;
- 1.30 “**SMS**” shall mean the subscriber management system maintained by the Distributor in accordance with the Applicable Laws;
- 1.31 “**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-Distributors known as local cable Distributors (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;

1.32 “**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.

1.33 “**Subscriber Report**” shall have meaning assigned to it in Clause 5.2;

1.34 “**Suspended Channels**” shall have meaning assigned to it in Clause 17.3;

1.35 “**Term**” shall have meaning assigned to it in Clause 6;

1.36 “**TRAI**” shall mean Telecom Regulatory Authority of India;

1.37 “**TDSAT**” shall mean Telecom Disputes Settlement and Appellate Tribunal;

1.38 “**Validation Form**” shall mean Validation Form set forth in Schedule C;

1.39 “**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;
- e. shall exclude the multiplexing of the Channels;
- f. All other rights and means of distribution not specifically and expressly granted to Distributor are expressly excluded and reserved by the Distributor.
- g. The Distributor is not authorized to sub license the rights and license granted herein under to any third party or any person including its affiliates without prior written approval of NDTV.
- h. The Distributor understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Distributor submitting with NDTV the information and documents specified in Schedule B at the time of submitting the signed copy of this Agreement.
- i. Notwithstanding anything contained herein and to the extent permitted under the extant laws and regulations, broadcaster shall, during the term, have the right to :
 - (i) discontinue any available channel comprising of the available channels or bouquet comprising of the available channels;
 - (ii) modify any existing bouquet of the available channels by adding new channels that may be launched by broadcaster or by removing any available channel from a bouquet; and
 - (iii) launch new channels and/or bouquets comprising of the available channels. The Parties agree that the license fee payable by the Distributor to NDTV may vary in the event of launch of the new channel.

3. DELIVERY AND SECURITY

3.1 The Distributor hereby agrees, consents and warrants that it shall retransmit and distribute the channels to the subscribers strictly in accordance with the following terms:

- a) The signals of all the channels must be delivered by the Distributor to subscribers in a securely encrypted manner on its platform in linear mode using DAS technology and such DAS technology shall always meet the requirements of Schedule E during the term.

- b) The Transmission specification and infrastructure allocated by the Distributor in respect of broadcasting the signals of channels by the Distributor to its subscribers shall be no worse than that of the cable signal of any other channel within the same genre of the channel on the platform.
- c) The Distributor shall maintain first class signal transmission quality of the channels for distribution to the subscribers in accordance with the highest international industry standards and applicable laws.
- d) The Distributor agrees that it shall not offer any channels based on any specific programming event feature characteristic or attribute of such channel.
- e) The Distributor shall further make available the channels to the subscribers on 24X7X365 basis with effect from such channel being activated at the subscribers end till the time such subscriber is switched off by the Distributor for being a defaulter or such subscriber having expressly indicated its intention to discontinue its subscription to any of the channel (s) in accordance with the applicable laws.
- f) The Distributor shall not use any interactive technology or other interferences such as (red button) or redirect traffic from the channels in any manner, whether for content or for promotion, without express permission from NDTV.
- g) The Distributor undertakes and covenants that it shall not compel its subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all the channels.
- h) The Distributor transmitting facilities shall be fully capable of individually addressing subscribers on a channel by channel and decoder by decoder basis.
- i) The Distributor shall install decoding equipment or all other equipment necessary to receive and distribute the channels at its own cost and expense;
- j) The Set Top Boxes and their installed content protection system shall prohibit the use of digital output.
- k) The Distributor shall not distribute the subscribed channels to any commercial subscribers
- l) The Distributor hereby states 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.

3.2 No Alteration of Signals

- a) The Distributor agrees to carry the Channels in their entirety, in the order and at the time transmitted by NDTV without any editing, delays, alterations, interruptions, picture squeezing or resizing, insertion of graphic or animated overlays, pull throughs or crawls, deletions or additions except as authorized in advance in writing by NDTV. The Distributor shall not redistribute any portion of the channels except as specifically authorized by NDTV in writing.
- b) The Distributor shall not reconfigure, combine, alter, edit, manipulate, dub, subtitle or repackage the channels or any portion of the channels for any purpose, or copy and store the content of the channels on any storage device in any medium. Further the Distributor shall not enable or otherwise permit subscribers to do any of the forgoing acts expect that the Distributor can provide Recorder facility to the subscribers in accordance with the interconnection regulations, provided the use of such Recorder is regulated by the agreement between the Distributor and the subscriber and is strictly only for non-commercial and private viewing by the subscriber. The usage of the Recorder is permitted only to the limited extent for the benefit of the subscriber as stated herein.
- c) The Distributor agrees and undertakes not to obscure, superimpose or otherwise alter the intends or logos of the channels in any manner whatsoever. The Distributor is allowed to only add/oblique insert its own trademark or logo in the form of the translucent water mark (“**Insertion**”) while retransmitting and distributing the channels on the platform provided such insertions shall be subject to the following conditions;
 - i) The insertions shall be inserted on all other channels distributed on the platform by the Distributor
 - ii) At any point in time there will only be a single insertion;
 - iii) The insertion shall not be more prominent than the respective channel logo;
 - iv) The placement and size of insertion shall not be different from the placement and size of insertion on any other channels distributed on the platform; and
 - v) The insertion shall not obscure or overlay the channels logo’s or any program that appears on the channels.
- d) Distributor shall not alter the screen on which the channel will be exhibited by inserting or superimposing any form of advertising; and
- e) Any marketing or promotional activity in respect of or involving the channels or any stand alone programming of such channels only be carried out by the Distributor in terms of this agreement or by taking a prior written approval of NDTV.

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, the details of which are provided in the Hardware Form.
- 4.2 **Viewing Cards:** NDTV shall provide the Distributor with the necessary Viewing Cards to decode each Channel, the details of which are provided in the Hardware Form. This shall be 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 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 a pre-defined read only format such as a suitable PDF format, which cannot be edited. The report shall be signed and attested by an authorized officer of the Distributor of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the subscriber report is true and correct. 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 Distributor shall maintain throughout the term and for 12 months thereafter or such longer period as required by law sufficient records to enable broadcaster to verify and ascertain i)

veracity of the subscriber reports submitted by the Distributor and ii) the payments due to broadcaster hereunder.

5.3 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 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 affiliate offers the Subscribed channel(s) on a ala-carte basis to subscribers of its Permitted Digital Distribution Platform, then NDTV’s share of MRP for each Subscribed Channel offered on ala-carte basis 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 If the affiliate offers the Subscribed Channel(s) on a ala-carte basis as part of its packages offered to subscribers of its Permitted Digital Distribution Platform, then NDTV’s share of MRP for each Subscribed channel offered on package 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.

7.1.3 if the affiliate makes available the bouquets created by NDTV to its subscribers of his permitted Digital Distribution Platform, then NDTV’s share of MRP for each Subscribed Channel forming part of each such Package(s) shall be computed in the following manner, plus applicable taxes, levies and cess:

Broadcaster’s share of MRP (Package 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 within fifteen (15) days from receipt of invoice (the “**Due Date**”) which shall be raised by NDTV based on 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 7.5. 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.

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 to NDTV the costs in relation to such audit and also take necessary steps to avoid such errors in future.
- ii. NDTV shall at its sole discretion (in addition to NDTV's other rights and remedies under Law or equity) suspend delivery of the signals of the NDTV Channels and or terminate this Agreement in accordance with Clause 17, 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 In the event broadcaster discontinues one or more channels (but not all the channels that are subject matter of this agreement) with respects to all Distributor in the area (“**Affected Channels**”), then broadcaster shall have the right to partially terminate this agreement in respect of the Affected Channels by providing a prior Disconnection Notice for all the Affected Channels.

17.5 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

Disputes arising from this Agreement shall be governed by 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. 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

Schedule A

NDTV Channels along with their MRP

Sl. No.	Name of the NDTV Channel	MRP (In INR)
1.	NDTV 24x7	3
2.	NDTV India	1
3.	NDTV Profit/ Prime	1
4.	Good Times	1.5

Sl No.	Package Name	Channels	MRP (In INR)
1.	NDTV ULTRA	NDTV24X7, NDTV INDIA, NDTV PROFIT/PRIME, GOOD TIMES	3.50
2.	NDTV NORTH INFO	NDTV24X7, NDTV INDIA/ NDTV PROFIT/ PRIME	3
3.	NDTV NORTH LIFE	NDTV24X7, NDTV INDIA, GOOD TIMES	3.25
4.	NDTV SOUTH	NDTV24X7, NDTV PROFIT/ PRIME, GOOD TIMES	3.25
5.	NDTV SOUTH INFO	NDTV24X7, NDTV PROFIT/ PRIME	2.50
6.	NDTV SOUTH LIFE	NDTV24X7, GOOD TIMES	2.75

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) = $\frac{\{(3)+(4)+(5)+(6)\}}{(4)}$

(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) = $\frac{\{(3)+(4)+(5)+(6)\}}{(4)}$

(II) NDTV PACKAGES OFFERED BY AFFILIATE TO ITS SUBSCRIBERS

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) = $\frac{\{(3)+(4)+(5)+(6)\}}{(4)}$

Schedule C

Validation Form

ALA-CARTE MAXIMUM RETAIL PRICES OF CHANNELS

The Operator is desirous of availing Broadcaster's channels on A-la-Carte Basis (Yes/No):

Please tick the subscribed channels

S No.	Channels	Genre	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Channel Availed YES / NO
1.	NDTV24X7	English News	3	
2.	NDTV INDIA	Hindi News	1	
3.	NDTV PROFIT/PRIME	English Business News	1	
4.	GOOD TIMES	Lifestyle	1.5	

The broadcaster reserves its rights, subject to applicable Regulations, to revise the maximum retail price of Broadcaster Channels payable per Subscriber per Month mentioned herein above. Upon such revision, the Operator agrees and unconditionally undertakes to pay revised Subscription fee pro rata from the effective date of such revision.

BOUQUET OF PAY CHANNELS OF THE BROADCASTER ALONG WITH MRP

The Operator is desirous of availing Bouquet(s) of the Broadcaster's channels (Yes / No):

List of Bouquet (s) of Broadcaster's channels with MRP of the bouquet

Bouquet 1 – NDTV ULTRA		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.)(excluding all applicable taxes)	Bouquet Aailed YES / NO
NDTV24X7 NDTV INDIA NDTV PROFIT/ PRIME GOOD TIMES	3.50	

Bouquet 2 – NDTV NORTH INFO		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Aailed YES / NO
NDTV24X7 NDTV INDIA NDTV PROFIT/PRIME	3	

Bouquet 3 – NDTV NORTH LIFE		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Aailed YES / NO
NDTV24X7 NDTV INDIA GOOD TIMES	3.25	

Bouquet 4 – NDTV SOUTH		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Aailed YES / NO
NDTV24X7 NDTV PROFIT/PRIME GOOD TIMES	3.25	

Bouquet 5 – NDTV SOUTH INFO		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Aailed YES / NO
NDTV24X7 NDTV PROFIT/PRIME	2.50	

Bouquet 6 – NDTV SOUTH LIFE		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Aailed YES / NO
NDTV24X7 GOOD TIMES	2.75	

The Operator agrees and acknowledges as follows:

- The Rates are applicable on a “per Subscriber per television set per month” basis:
- The Rates are exclusive of taxes and other levies which will be charged extra over the Monthly License Fee.

Authorized Area (please provide complete details):

It is hereby clarified that it shall be permissible for the Operator to distribute the channels beyond the Authorized Area, by giving a written notice to the Broadcaster, addressed to the designated person for that Area/ Territory named herein above. The distribution of the channels in such additional Area can be done by the Operator after 30 (Thirty) days from the date of receipt of such written notice by the Broadcaster. And the said notice shall be deemed to be an Addendum between the parties for additional Area to be serviced by the Operator and the term of this Agreement shall automatically apply to such additional Area.

Provided that such Area fall within:

- The registered Area of Operations for the Operator, and / or
- The State or Union Territory in which the Operator has been permitted to distribute the signals of television channels under this agreement.

Schedule D _____

HARDWARE FORM

Issued to : _____

Address : _____

_____ City : _____ State : _____

Pin Code : _____ Telephone No. : _____

Hardware Details:

Channels	IRD No.	Viewing Card No.

Received By : _____

Signature : _____

Issued By : _____

Signature : _____

Date : _____