

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

CHANNEL PLACEMENT AGREEMENT

This Channel Placement Agreement ('**Agreement**') is made on _____ by and between:

NEW DELHI TELEVISION LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 207, Okhla Industrial Estate, Phase-III, New Delhi-110020 ("hereinafter Referred to as "**NDTV**") which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors, subsidiaries, affiliates and permitted assigns of the First Part).

AND

_____, a _____ having its registered office at _____. ("Hereinafter referred to as "**_____**," which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its subsidiaries, affiliates and assigns of the Second Part).

NDTV and the _____ are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**", as the case may be.

RECITALS

- A. NDTV is engaged in the business of broadcasting of television channels in India namely "NDTV 24 x 7" in English, "NDTV India" in Hindi, "NDTV Profit" a business news channel, and "NDTV Good Times" a Life Style Channel (Hereinafter collectively referred to as the "**Channel**").
- B. _____ is engaged in the Multi System Operator business of receiving, relaying and distributing audio visual signals received from the broadcasters through satellite or terrestrial means and decoding the same for further transmission to the end-viewers directly or through the subsidiaries, affiliates, franchisees/distributors ("**Associates**") connected to the head end or control room in various parts of _____ and other areas connected by this network ("**Territory**").
- C. NDTV is desirous that the _____ should distribute the said Channels on the tuneable band (_____) through the headend and

control rooms owned and operated by the Operator and its Associates in the Territory (“Services”) and _____ has agreed to provide the Services for maximum viewer ship and reach.

- D. The Parties wish to record their understanding, and for this purpose are desirous of entering into this Agreement which will be subject to the terms and conditions set out below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Distribution of Channels:

Subject to and on the terms and conditions of this Agreement, the _____ agrees to provide the Services in the Territory to the end viewers in the Territory either directly or through Associates for a period commencing from _____.

2. Consideration:

- 2.1 In consideration of the _____ providing the Services to NDTV, NDTV shall pay a sum of Rupees _____ (_____ Only) plus applicable taxes as placement fees. The agreed fees will be payable to “_____” as per agreed terms of Twelve equal monthly installments during the Term of this agreement subject to full adherence of the term and condition laid in the agreement. The installment shall be payable Monthly, within a credit term of 45 days from the end of the month for which the invoice has been raised during the Term of this Agreement. This placement fees will covers entire _____, its affiliated & controlled Network including all future merger & takeovers till the expiry of the term.

3. Responsibility of Services:

- 3.1 The _____ agrees and undertakes to place the Channels on bands that are free from all kinds of audio & video interferences.
- 3.2 In addition to the obligation as set out under Clause 3.1, the _____ Undertakes to place _____ frequencies.
- 3.3 The _____ agrees that NDTV shall reserve the right of interchanging the Placements of one or all its NDTV channels on the frequencies i.e. _____ for which NDTV is paying placement fees as per the existing channel placement agreements with _____.
- 3.4 The selection, scheduling, substitution and withdrawal of any program or portion thereof contained in the Channels shall at all times remain within the sole and absolute discretion and control of NDTV. Any and all costs of whatever kind or nature incurred with respect to the pick-up from the satellite or through the terrestrial means and the retransmission of the Services throughout the Territory shall be borne by the _____ and shall be the sole responsibility of the _____.

3.5 The _____ agrees and undertakes that the _____ shall not change the band on which the Channels are placed without the prior written consent of NDTV.

3.6 For the above mentioned placements at _____ any deviation from the above without mutual consent would be a violation of understanding and will tantamount to breach of contract. In the event _____ interrupts or shifts the position / signals of mentioned NDTV Channels from the agreed allocations, NDTV LTD shall be entitled to reasonably and proportionately reduce or recover against the said amount, accordingly.

4. Terms and Termination

4.1 This Agreement shall come into force and effect from execution and shall continue to remain in force and effect for a period commencing from _____ (“Term”), unless this Agreement is terminated earlier pursuant to Clause 4.4. This Agreement can be further renewed for such periods and on such terms as are mutually agreed upon between the parties.

4.2 If the _____ breaches this Agreement, and fails to remedy the breach within 2 day, then NDTV may terminate this Agreement by giving a 10 day written notice to the Operator thereafter, in addition to any of NDTV’s other rights.

4.3 The _____ agrees and undertakes that notwithstanding anything else contained herein, the _____ shall have no right to terminate this Agreement during the Term.

4.4 Notwithstanding anything else contained herein, NDTV reserves the right to discontinue the agreement by giving a 15 days’ notice to network.

4.5 In the event of CAS/DAS being implemented in the Territory, then the Distribution/Placement Agreement shall stand automatically terminated. NDTV shall not be liable for any further payments from the date of such termination.

4.6 The term also includes with the condition that all future merger/takeover of any other network(s) by _____ or _____ forms any kind of association with other network(s), _____ has no right to alter or modify the terms of the said agreement for the above mentioned reasons and the decision on this regard will remain within the sole and absolute discretion and control of NDTV and will be binding on _____.

5. Default and Indemnification

5.1 The _____ shall indemnify and hold harmless NDTV against all claims; costs, damages and liabilities related to any breach or alleged breach of this Agreement by the _____.

6. Information & audit.

- 6.1 Within [1] month of execution of this Agreement, the _____ shall provide to NDTV a monthly report on channel position/ placement to NDTV.
- 6.2 The _____ shall make available to NDTV all relevant data for the transactions underlying this Agreement and its implementation. This shall include but not be limited to number of paying subscribers and the revenue-stream.
- 6.3 During the Term, the _____ agrees to keep accurate books of account and records at its principal place of business covering all transactions relating to the rights being granted herein.

7. Entire Agreement

- 7.1 This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements, oral or written, representations or promises and sets out all the terms and conditions agreed between the Parties.
- 7.2 Any amendment or alteration to this Agreement must be in writing and signed by authorized signatory of each Party.

8. Force Majeure

- 8.1 Neither of the Parties shall, in any manner whatsoever, be liable or otherwise responsible for any delay or default in, or failure of, performance resulting from or arising out of or in connection with any Event of Force Majeure (defined below) and any such delay, default in, or failure of, performance shall not constitute a breach by such Party hereunder.
- 8.2 As used herein, an “Event of Force Majeure” in respect of a Party hereto shall mean any act, cause, contingency or circumstance beyond the control of such Party, including, without limitation, to the extent beyond the control of such Party, any governmental action, order or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labor dispute, act of God, flood, public disaster, acts of war or public transportation dispute.

9. Confidentiality

No terms or conditions hereof, nor any matters relating to the course of dealings between the Parties including business finance or future plans of the other party, knowledge of which is acquired as a direct result of this Agreement shall be disclosed by either party to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to-know basis, and except as may be required by any government agency or court. The obligations under this Clause shall endure in perpetuity even after the termination of this Agreement.

10. Notices

All notices must be in writing sent by fax or by courier service to the following addresses, unless otherwise specified:

To NDTV:

NEW DELHI TELEVISION LIMITED
207, Okhla Industrial Estate,
Phase-III,
NewDelhi-110020
Attention: Mr. Rahul Sood
Fax: _____

And

To

Attention: Mr.

Fax: _____

11. Assignment

Neither Party may assign any rights or obligations under this Agreement to any other Party without the prior written consent of the other Party.

12. Governing Law and Arbitration

12.1 This Agreement shall be governed by and construed in accordance with the laws of India.

12.2 The Agreement shall be subject to the exclusive jurisdiction of the courts in New Delhi.

12.3. All disputes, differences or disagreements arising out of or in connection with this Agreement shall be finally settled, under the Rules of Arbitration of the Indian Council of Arbitration as amended from time to time, by a single arbitrator appointed in accordance with such rules. The arbitration shall take place in New Delhi and be held in English language. The decision of the arbitrator shall be final and binding on the Parties as to all matters of fact and law.

12.4. Arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitration panel is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to and including such termination.

12.5 The arbitration panel may not limit, expand or otherwise modify the terms of this Agreement. The arbitration panel shall have the power to order specific performance of this Agreement.

13. Time of essence

Both parties agree that all times and dates referred to in this Agreement shall be of the essence of the Agreement unless both Parties agree at a later date in writing to vary all or part of the times and dates.

14. Independent Contractors

Each Party hereto is an independent contractor and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Neither Party owes a fiduciary duty to the other. Nothing in this Agreement shall be in any way construed to constitute either Party as the agent, employee or representative of the other. As an independent contractor, each Party has relied on its own expertise or the expertise of its legal, financial, technical or other advisors.

15. Severability and Survival

- 15.1 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. In such event, the Parties shall negotiate, in good faith, a valid, legal and enforceable substitute provision, which most nearly affects the Parties' intent in entering into this Agreement.
- 15.2 Where the purpose and the text of a provision in this Agreement clearly indicate intent to survive termination of this Agreement, the provision shall survive the termination of this Agreement.

16. Intellectual Property Rights.

- 16.1 Operator recognizes and acknowledges that
- (a) All Intellectual Property Rights including copyrights and design-rights in all programmes / works comprised in the diverse programs constituting the Services distributed by _____ pursuant to this Agreement vest exclusively in NDTV.
 - (b) This Agreement does not purport to grant, assign or transfer any of these rights to the _____.
 - (c) Ownership and all attendant rights (including the right to distribute the Services) vest exclusively with NDTV, and _____ has a limited right to distribute the same in the Territory.

17. Waiver of Rights

All waivers under this Agreement must be in writing, and failure at any time to require the other Party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. No waiver by a Party of any breach of any provision of this Agreement or of a failure or failures by the other Party to perform

any provision of this Agreement shall be construed or shall operate as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of such provision or as a waiver in respect of any other or further failure whether of a like at different character.

IN WITNESS WHEREOF, the Parties have entered into this Term Sheet as of the date first written above

NEW DELHI TELEVISION LIMITED

By: _____

Name:

Title:

By: _____

Name:

Title:

Web copy only. Not for execution