

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.

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## DISTRIBUTION AGREEMENT

This distribution Agreement (“**Agreement**”) is made at New Delhi on this \_\_\_\_ day of \_\_\_\_\_ by and between:

**New Delhi Television Limited**, a company incorporated and registered 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**”, which shall include its successors and permitted assigns);

And

-----, a company incorporated and registered under the Companies Act, 1956 and having its Registered Office at -----(hereinafter referred to as “**\_\_\_\_\_**” which shall include its successors and permitted assigns).

NDTV and \_\_\_\_\_ are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES, AND COVENANTS SET FORTH HEREINAFTER, THE PARTIES HERETO ACCEPT AND WITNESSETH AS FOLLOWS:**

### 1. Rights Granted

NDTV grants to \_\_\_\_\_ the non-exclusive right to carry the Channels during the Term via direct-to-home satellite transmission (“**DTH**”) in the Territory on the DTH subscription television platform owned and operated by \_\_\_\_\_ (the “**Platform**”) for distribution to Subscribers (as defined in clause 8 below) and \_\_\_\_\_ agrees to distribute the Channels as set forth in this Agreement.

### 2. Term

The term of the license granted hereunder shall be for a period of five (5) Years starting from \_\_\_\_\_ (“**Start Date**”) to \_\_\_\_\_ (“**Term**”).

The Term shall be comprised of the following “Years”:

**Year 1:**

**Year 2:**

**Year 3:**

**Year 4:**

**Year 5:**

Each respectively shall be referred to as a “Year”.

In the event, either of the Parties wish to renew the Agreement, such party shall communicate the same to the other Party three (3) months prior to the expiration of this Agreement. If the other Party also so wishes, the Parties shall give their best efforts to enter into a fresh Agreement on mutually agreeable terms and conditions for the new term, on or before \_\_\_\_\_.

### 3. Territory

India.

Additional territories may be added in the future by mutual agreement of the Parties in writing on such terms and conditions as agreed upon between the Parties.

### 4. Channels

The term “**Channel**” means each Channel, as set forth below (collectively, the “**Channels**”):

NDTV 24\*7  
NDTV India  
NDTV Profit  
NDTV Good Times

### 5. License Fee

The License Fee for the Channels payable by \_\_\_\_\_ to NDTV for the grant of rights hereunder shall be based on the terms set forth hereof (the “**License Fee**”):

<b>Year</b>	<b>Fixed Fees (Rs)</b>
Year 1	
Year 2	
Year 3	

Year 4	
Year 5	
<b>TOTAL</b>	

\_\_\_\_\_ shall pay the License Fee on a monthly basis in equal installments (“**Monthly Fee**”). The Monthly Fee shall be paid on or before 30th of the following month (“**Due Date**”) subject to the receipt of a valid tax compliant invoice specifying the service tax registration number and Permanent Account Number of NDTV for the relevant month. For example the License Fee for September 2014 shall be paid on or before 30th October 2014.

At the end of each Year, \_\_\_\_\_ shall report the incremental number of Net Active Subscribers calculated by subtracting the Net Active Subscribers as at \_\_\_\_\_ at the beginning of each respective Year from the Net Active Subscribers as at \_\_\_\_\_ at the end of the respective Year.

## 6. Payment Terms

The License Fees, and the service tax applicable thereon, shall be charged to \_\_\_\_\_, through a valid, tax compliant invoice. All payments from \_\_\_\_\_ to NDTV under the terms of this Agreement, shall be subject to and net of deduction of applicable withholding taxes (TDS).

\_\_\_\_\_ shall issue the necessary withholding tax certificates to NDTV, within the timelines specified under the Income tax Act, 1961.

For the purpose of this Agreement, the ‘Indian withholding taxes’ referred to in this Clause, are the Indian withholding taxes as applicable under the Indian Income-tax Act, 1961, the rate whereof is determined by \_\_\_\_\_ and the amount corresponding to such rate shall be the amount legally required to be withheld from such payment.

Any stamp duty payable on this Agreement shall be equally shared between the Parties. NDTV shall pay the appropriate stamp duty in full and shall invoice \_\_\_\_\_ for its share of the stamp duty (equal in proportion) which \_\_\_\_\_ shall pay within thirty (30) days of the date of the invoice.

All payments due to NDTV under this Agreement shall be made in India in Indian Rupees.

## 7. Subscribers

“Subscriber” shall mean any active residential or commercial subscriber who receives linear and / or non-linear programming services through \_\_\_\_\_.

## 8. Packaging

Notwithstanding any other provision hereunder, \_\_\_\_\_ shall always have full flexibility in terms of packaging the Channels in any of its Consumer Offerings / Packages / tiers including putting the Channels in one or more tiers / Packages / Consumer Offerings by \_\_\_\_\_.

\_\_\_\_\_ shall retail, distribute, package the Channels in any tier/package/bouquet and market the Channels to its subscribers via the Platform.

It is expressly understood and agreed by \_\_\_\_\_ that the Channels will not be disadvantaged in packaging with respect to other channels in the same genre and \_\_\_\_\_ shall ensure that at least one of the Channel Providers pay channels remain in all the basic packs at all times.

## 9. Channel Position (EPG)

\_\_\_\_\_ shall have the full flexibility in respect of changing the relative EPG position of a Channel(s) within its genre during the Term, on a non-discriminatory basis.

NDTV will provide at its own cost all required information (including accurate schedules, event and synopsis information) in the formats required by \_\_\_\_\_. If NDTV fails to comply with the requirements of this Section, then \_\_\_\_\_ shall have no liability should \_\_\_\_\_ not include any Channel(s)' information within its EPG and/or Interactive Guide.

## 10. Alteration of Service

\_\_\_\_\_ agrees to carry each of the Channels in its entirety, in the order and at the time transmitted by the respective Service Providers of the Channels without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, unless agreed in advance in writing between \_\_\_\_\_ and NDTV, EXCEPT as necessary in relation to \_\_\_\_\_'s EPG, Interactive services and functionality.

NOTWITHSTANDING THE ABOVE:

\_\_\_\_\_ may insert scrollers or other text to communicate with its Subscribers where it is (i) required by any Government Authority, or (ii) for the purpose of informing Subscribers of an impending blackout, disconnection of services or change in packaging affecting the Channel, or (iii) to mitigate the effect on \_\_\_\_\_ of any threatened or actual litigation. All such communications to Subscribers shall be run at the bottom of the screen.

\_\_\_\_\_ shall, however, have the right to insert its water mark on the Channels, in the interest of piracy protection and without any prior notice to NDTV.

## 11. Delivery, Satellite Change or Outage

NDTV shall deliver, or cause the delivery of, the Channels to \_\_\_\_\_ which shall be as per prevailing industrial quality standards and shall not adversely discriminate in its method of delivery vis-à-vis other DTH operators in the Territory and \_\_\_\_\_ shall be responsible, at its own cost, to further distribute the Channels in encrypted form as provided in this Agreement.

All Channels shall comply with the Technical Specifications as detailed in Schedule A hereto as may be amended from time to time.

Satellite Change, Outage and Notice:

NDTV shall provide \_\_\_\_\_ with at least ninety (90) days prior written notice if it: (i) changes the satellite to which the Channels are transmitted to a satellite or other transmission medium not compatible with \_\_\_\_\_ then existing earth station equipment, as reasonably determined by \_\_\_\_\_ (a "Satellite Change"), (ii) changes the technology used by NDTV to encrypt, compress, digitize or otherwise deliver the Channel(s) to a technology not compatible with \_\_\_\_\_'s then existing earth station equipment, as reasonably determined by \_\_\_\_\_ (a "Technology Change") or (iii) modifies the signal of the Channels in such a manner that it cannot be received or utilized by \_\_\_\_\_'s then existing earth station equipment, as reasonably determined by \_\_\_\_\_ (a "Signal Modification"). If such discontinuance of carriage continues for a period of fifteen (15) days or more, then \_\_\_\_\_ shall have the right (in its sole discretion) to terminate this Agreement (either in its entirety or with respect to the affected Channels) immediately upon written notice to NDTV of such termination.

Notwithstanding the foregoing, \_\_\_\_\_'s right of discontinuance of the affected Channel shall not apply if, prior to the occurrence of any such Satellite Change, Technology Change or Signal Modification, NDTV either: (i) reimburses \_\_\_\_\_ for the cost to acquire and install equipment necessary for \_\_\_\_\_ to receive and otherwise utilize the signal of the Channels for the purposes of this agreement in the event of a Satellite Change, Technology Change or Signal Modification; or (ii) provides the equipment and provides for installation of such equipment, at NDTV's sole cost and expense, necessary for \_\_\_\_\_ to receive and otherwise utilize the signal of the Channels for the purposes of this agreement in the event of a Satellite Change, Technology Change or Signal Modification.

Delivery Failure:

"NDTV shall, as soon as practicable, notify \_\_\_\_\_ in the event of any material failure, technical disruption, interruption in or interference with the delivery of the Channels to \_\_\_\_\_ (a "Delivery Failure") and NDTV shall rectify the same as soon as possible. Without prejudice to \_\_\_\_\_'s other rights and remedies for breach of this agreement, \_\_\_\_\_ shall be entitled to terminate this agreement immediately by giving written notice to NDTV if a Delivery Failure exceeds:

1. a continuous period of fifteen (15) days or more; or
2. a continuous period of at least fifteen (15) minutes per day and such Delivery Failure occurs for thirty (30) days or more (whether consecutive or not) in any sixty (60) day period.

It is expressly agreed between the parties that \_\_\_\_\_ shall not be liable to pay the proportionate License Fee for the affected Channel calculated as per the methodology provided below for any continuous outage period exceeding 15 days for the said Channel for the affected period only.

## **12. Authorized Transmission/ Security**

\_\_\_\_\_ shall transmit each of the Channels through the Platform to subscribers located in the Territory in the manner of transmission and distribution specified in this Agreement with respect to the Platform, and shall scramble the signal for such transmission. \_\_\_\_\_ has represented to NDTV that as of the date hereof, \_\_\_\_\_ uses “\_\_\_\_\_” encryption system (the “Encryption System”) to encrypt content on the Platform.

During the Term, \_\_\_\_\_’s transmitting facilities shall be fully capable of individually addressing Subscribers on a channel-by-channel and decoder-by-decoder basis. \_\_\_\_\_ shall install decoding equipment and all other equipment necessary to receive and distribute the Channels at its own cost and expense. \_\_\_\_\_ further agrees to make no use, nor authorize or permit others to make use, of the Channels or the programming on the Channels other than as expressly set forth in this Agreement. NDTV shall have the right in its sole discretion to either suspend the transmission of any or all of the Channels by \_\_\_\_\_, or terminate this Agreement in accordance with the provision of law, if \_\_\_\_\_ distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by this Agreement.

## **13. Anti-Piracy**

\_\_\_\_\_ shall work towards enforcing strict piracy and auditing practices to ensure a fair and competitive market place.

## **14. Advertising/ Marketing/ Promotion**

For purposes of this Agreement, “**Channel Marks**” shall mean all Intellectual Property (as defined below) owned or used by NDTV or its affiliates or licensors from time to time in connection with the Channels, including, without limitation, the trade names and marks specified by NDTV or otherwise notified in writing by NDTV from time to time.

## **15. Subscriber Reports**

\_\_\_\_\_ will maintain at its own expense a Subscriber Management System (“SMS”) which shall be fully integrated with the Conditional Access System (“CAS”).

Within 15 days after each month of the Term (the “Subscriber Report Deadline”), \_\_\_\_\_ will provide a monthly report (“Subscriber Report”) to NDTV that sets out the subscribers to all the packages containing the Channels offered by \_\_\_\_\_ at the beginning and end of each month. Such Subscriber Report shall be derived out of SMS and CAS and should be signed and attested by an authorized signatory of \_\_\_\_\_ who shall certify that all information in the report is true and correct.

Reports under this Agreement shall be generated only through SMS and CAS and the same should be in a pre-defined read only format such as a suitable PDF format, which cannot be edited.

## **16. NDTV’s Intellectual Property**

Unless notified to the contrary by NDTV, in all trade references, advertising, promotion and for all other purposes, the Channels shall be referred to exclusively as designated herein or as otherwise designated by NDTV. As between NDTV and \_\_\_\_\_, all right, title and interest in the programming on the Channels and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channels or any mark of the rights holders of any programming exhibited on the Channels (collectively, the “Intellectual Property”) shall belong exclusively to NDTV and the respective service providers of the Channels. \_\_\_\_\_ shall not claim adversely to or challenge the rights of NDTV, the Service Providers of the Channels, any agent of NDTV or NDTV’s program and Channels suppliers with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to \_\_\_\_\_, \_\_\_\_\_ agrees that such rights are the exclusive property of the respective owners of such names and marks and agrees to renounce such rights. \_\_\_\_\_ shall not use any material containing any of the Intellectual Property without the prior written consent of NDTV. If NDTV authorizes such use, \_\_\_\_\_ shall use such Intellectual Property in connection with the Channels only and only in accordance with NDTV’s instructions. NDTV reserves the right to inspect any such material at any time with a two (2) business days prior notice. \_\_\_\_\_ shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, resembles any of the Intellectual Property. \_\_\_\_\_ shall include appropriate copyright and other legal notices as NDTV may require, and shall promptly call to the attention of NDTV the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Territory. \_\_\_\_\_ shall within ten (10) days after termination of this Agreement return to NDTV or, at NDTV’s request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to NDTV (or its designee) all interest in and to any graphic representation created by or for \_\_\_\_\_ of any Intellectual Property.

## **17. Termination and Suspension**

This Agreement shall stand terminated due to the efflux of time at the end of the Term.

NDTV shall have the right to terminate this Agreement immediately :

- a) If \_\_\_\_\_ defaults in its payment of any License Fee by the Due Date, NDTV may issue a written notice to \_\_\_\_\_ specifying the amounts due and payable. If \_\_\_\_\_ then fails to pay any License Fee within 21 days after receipt of such notice, NDTV shall have the right to suspend delivery to \_\_\_\_\_ of any or all of the Channels in accordance with the relevant Regulatory / Statutory provisions until such amounts due and payable (as per such notice) by \_\_\_\_\_ to NDTV under this Agreement are paid in full, or, alternatively, NDTV may terminate this Agreement in accordance with the applicable Law.
- b) NDTV may suspend delivery of any or all of the Channels or terminate this Agreement at any time in accordance with applicable Laws and Inter Connect Regulations (i) if the Channels, NDTV or its respective successors or assigns, cease to operate or do business in the Territory for any reason, (ii) if \_\_\_\_\_ breaches any of its material obligations under this Agreement including Anti piracy obligations (other than payment of the License Fee) and fails to cure such breach within 15 days after \_\_\_\_\_ receives written notice from NDTV or (iii) if \_\_\_\_\_ becomes insolvent or files for bankruptcy protection.
- c) \_\_\_\_\_ may terminate this Agreement (i) if NDTV breaches any of its material obligations under this Agreement and fails to cure such breach within 15 (fifteen) days after NDTV receives written notice from \_\_\_\_\_ except any violation of Regulatory and / or Statutory provisions wherein \_\_\_\_\_ shall have the right to terminate this Agreement on immediate basis, in the event the breach concerns the quality / format of signals, which must be cured by NDTV within 24 hours of being notified of such breach, (iii) NDTV becomes insolvent or files for bankruptcy protection or (iv) NDTV is wound-up or dissolved by either of its shareholders or following an Indian court order to do so.
- d) In each circumstance where notice is sent to a defaulting party in accordance with terms of this Agreement, representatives of each Party will immediately meet to resolve the issue amicably so the Parties can mutually agree on how to cure the default prior to the end of the applicable cure period.
- e) The Parties shall begin any process of negotiating a renewal of this existing Agreement at least three months prior to the due date of expiry of the existing Agreement.

Notwithstanding anything contained here, NDTV may terminate this Agreement without assigning any reasons, by giving 60 days notice to \_\_\_\_\_.

## 18. Effect of Termination



- a) Upon expiry or termination of this Agreement for any reason, each party shall return to the other party all documents, Confidential Information, and other material belonging to the other party in its possession.
- b) Termination or expiry of this Agreement will not affect the obligations, rights and liabilities of the parties that are expressly or impliedly to survive termination or expiry.

## **19. Governing Law and Jurisdiction**

This Agreement shall be construed under the substantive laws (and not the law of conflicts) of India.

In case of any dispute between the Parties, the Parties shall try to resolve such dispute by negotiations between the respective senior management personnel of the Parties.

The Parties acknowledge that TDSAT/Courts of Delhi shall have exclusive jurisdiction in respect of any dispute between the Parties arising in connection with this Agreement.

## **20. Representations and Warranties**

### **Both parties represent and warrant as follows:**

- (a) It has full authority and all rights necessary to enter into this Agreement and is competent to perform all its obligations under this Agreement.
- (b) The person signing this Agreement, on its behalf, has been duly authorized to execute this Agreement.
- (c) Its activities are in compliance with and shall be compliant with all applicable laws and regulations.
- (d) All rights, title and interest in the respective trademarks, trade names, service marks, logos, materials, and formats shall lawfully belong exclusively to the respective parties and the other party shall not claim adversely to or challenge the rights of the lawful owner with respect to any Intellectual Property thereof.

### **NDTV represents and warrants that it is the sole and unencumbered rights to distribute the Channels for DTH in India. NDTV further represents and warrants that:**

- (a) It has the right to license the rights granted to \_\_\_\_\_ in the Channels and the Service Providers of the respective Channels have all the necessary rights in respect to the Channels including all intellectual property rights and music rights and as and when New and / or Additional Channels are offered by NDTV to \_\_\_\_\_, it shall do so only after procuring the necessary rights from the broadcasters,

- (b) It shall contractually oblige the respective Service Providers of the Channels to ensure that the content of all Channels shall confirm to the content code as specified by the Ministry of Information and Broadcasting.
- (c) All necessary licenses required by the Indian Ministry of Information and Broadcasting as well as all necessary permissions required in law in connection with the Channels as described above and further rights for the Channels to be transmitted on the \_\_\_\_\_ platform shall be maintained in full force by the respective Service Providers.
- (d) that its Channels will be programmed with high quality content suitable for \_\_\_\_\_ Subscribers. If \_\_\_\_\_ believes the quality of programming has deteriorated since the beginning of the Term; the parties will meet to discuss ways to rectify the situation. Should \_\_\_\_\_ launch its own audience measurement system, then such measurement system may be used to further judge the channels' performance with mutual consent.
- (e) It has obtained or shall obtain the requisite Central Board Film Certification (CBFC) for the films, if any, which would be shown on its Channels via \_\_\_\_\_'s DTH Platform.
- (f) The producers / assignees of rights of the Cinematograph Film or part thereof, if so shown on the \_\_\_\_\_ Platform or the Channel Provider itself shall ensure the payment of Royalties in accordance with Indian Copyright Act, 1957 (as amended) or any other provision for the time being in force, to the author of underlying works and to performers and shall indemnify and hold \_\_\_\_\_ and its Directors, employees, officials, staff and or representatives and / or agents harmless, in case of any consequences, direct or indirect, arising out of non-payment of the same, in accordance with Clause 31 "Indemnification".

\_\_\_\_\_ **further warrants that:**

- (a) It has obtained all necessary rights, licenses and permissions relevant to re-transmission of the Channels on its DTH platform.
- (b) It shall not retransmit the Channels via any medium other than the Platform or agreed services.
- (c) Subject to provisions of this Agreement, it shall retransmit the signals of the Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content.

## **21. Indemnification**

\_\_\_\_\_ hereto shall indemnify and hold NDTV, and its respective officers, directors, employees, agents and affiliates, harmless from and against any and all third party claims,

damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of the breach of any representation, warranty or undertaking made by it hereto.

NDTV shall indemnify, defend, and hold harmless \_\_\_\_\_ and its officers, directors, employees, and agents against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including, without limitation, reasonable attorneys' fees and related costs) arising out of breach of any of its representations, warranties or undertaking made by it hereto.

The party wishing to assert its rights set forth in the the Notice clause of this Agreement, shall promptly notify the other in writing of any claim or legal proceeding with respect to which such party is asserting such right. Upon the written request of an indemnitee, the indemnitor will (a) assume the defense of any claim, demand or action against such indemnitee and/or (b) allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee.

## **22. Limitation of Liability**

Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the applicable law, except where a party is indemnified against third party claims, in no event shall any party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this agreement for any cause whatsoever.

Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the parties, except as specifically set forth herein.

## **23. Regulatory Intervention**

In the event that there is any change in any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority of India or any final un-appealable order of any competent Court or Tribunal which would have a material effect on either of the Parties, this agreement would automatically be read to give effect to the then prevailing legal and regulatory position and the change effected thereto.

“Applicable Law” for the purposes of this Agreement is any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting, The Telecom Regulatory Authority of India and the Bureau of Indian Standards (BIS).

## **24. Entire Agreement, Binding Effect, etc.**

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, with respect thereto.

## **25. Force Majeure**

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 (as defined below) and any such delay, default in, or failure of, performance shall not constitute a breach by such Party hereunder. 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, public transportation dispute or satellite failure.

If an Event of Force Majeure which prevents either party from fully and substantially performing its obligations under this Agreement has continued for more than twenty one (21) consecutive days, the other party may terminate this Agreement prior to its expiration by notice in writing to the affected party. If an Event of Force Majeure affects only certain Channels and not all Channels, and has continued for more than twenty one (21) consecutive days, the unaffected party may terminate this Agreement with respect to only the affected Channels by giving notice in writing to the affected party and this Agreement shall be terminated with respect to such affected Channels or all of the Channels, the License Fee shall be reduced as per Clause 7 above.

For the avoidance of doubt, if this Agreement is terminated pursuant to this section 31(ii), neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist).

## **26. Confidentiality**

Other than the existence of this Agreement, no terms or conditions hereof, nor any matters relating to the course of dealings between the Parties shall be disclosed 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 applicable government agency, regulatory body or court.

## **27. Notices**

All notices must be in writing sent by fax, personal delivery or courier to the following addresses, unless otherwise notified:

To \_\_\_\_\_:

\_\_\_\_\_

**Address:**

**Attention:**

**Fax No.:**

**To NEW DELHI TELEVISION LIMITED :**

207, Okhla Industrial Estate,  
Phase III, New Delhi 110020  
India

**Attention: Head Legal**

**Fax:**

(v) **Assignment**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. It may be assigned by operation of law and either Party or any allowed assignee may assign its rights and/or obligations under this Agreement, in whole to one of its Affiliates. Apart from the above stated the transferring Party may not assign otherwise without the prior written consent of the non-transferring-Party, which shall not be unreasonably withheld. For the avoidance of doubt, any change of control of NDTV or \_\_\_\_\_ shall not affect the exercise by either party of its obligations herein and this Agreement shall continue to be complied with in accordance with its Terms.

## **28. Amendment**

No amendment of this Agreement shall be valid unless prepared in writing and signed by each of the Parties.

## **29. Survivability**

**Sections on (License Fee), (Payment Terms), (NDTV Intellectual Property), (Governing Law and Jurisdiction), (Representations and Warranties), (Indemnification), (Limitation of Liability), and (iii) (Confidentiality), shall survive any termination or expiration of this Agreement.**

### 30. Additional Miscellaneous Provisions

In the event any provision of this Agreement shall be found to be contrary to any governmental law or regulation of any governmental administrative or regulatory agency or body, the other provisions of this Agreement shall continue in full force and effect. Each of the Parties shall comply with all applicable laws, rules and regulations of all applicable governmental authorities in connection with the performance of its duties, obligations and undertakings under this Agreement. No waiver by any party to this Agreement of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. Provisions of this Agreement are only for the benefit of the Parties herein, and no third party may seek to enforce or benefit from these provisions; therefore, a person who is not a party to this Agreement has no right to enforce any provision of this Agreement. Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties. This Agreement may be signed in any number of counterparts, all of which together shall constitute the same agreement.

**IN WITNESS THEREOF THE PARTIES HAVE SET THEIR HANDS RESPECTIVELY ON THIS AGREEMENT ON THE DATE ABOVE GIVEN AT NEW DELHI**

**NEW DELHI TELEVISION LIMITED** \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A**

**Technical Specifications**

*Web Copy only. Not for execution*