

## **IndiaCast's Advertising Sales Standard Terms and Conditions**

**1. DEFINITIONS.** All capitalized terms in this Agreement shall have the meanings ascribed to them in the Commercial Terms, Principal Terms (if any) or, if not otherwise defined, as set forth below:

- 1.1 "Advertiser" / "Client" means a person, firm or company whose products, goods or services are the subject matter of the Advertising Copy and who is jointly / severally responsible for payment of dues under this Agreement.
- 1.2 "Advertising Copy" means any advertising material and content proposed to be included in any advertisement to be supplied by / on behalf of Client and/or Agency for transmission on the Channel.
- 1.3 "Advertising Fee" has the meaning ascribed to it under Clause 3.1 of these Standard Terms.
- 1.4 "Agency" means a person, firm or company whose business involves the selection and purchase of advertising space or time on television channel(s) for/on behalf of Advertiser(s) and who is jointly / severally responsible for payment of dues under this Agreement.
- 1.5 "Agency Commission" shall mean the percentage of the Advertising Fee payable to an Agency as stipulated in the Commercial Terms and/or Principal Terms (if any).
- 1.6 "Authority" means any government or administrative body empowered to issue rules, regulations or guidelines in respect of Advertising Copy to be transmitted on the Channel, and any similar regulatory authorities with similar responsibilities in those countries and territories within the Footprint.
- 1.7 "Benefits" means the advertising services agreed between the Parties as more fully described in the Commercial Terms and/or Principal Terms (if any).
- 1.8 "Channel" means a programme channel(s) as specified in the Commercial Terms that is / are operated and broadcast by respective channel owner(s).
- 1.9 "Codes" means the satellite television and broadcasting codes of practice, programme standards and advertising standards, and any other codes, guidelines, rules or regulations regarding satellite television, broadcasting and advertising standards or practices issued by any Authority as may from time to time be in force during the term of this Agreement.
- 1.10 "Commercial Terms" means those commercial terms relating to the campaign that have been agreed in writing between IndiaCast and Client and/or Agency.
- 1.11 "Delivery Materials" has the meaning ascribed to it under the Commercial Terms and/or Principal Terms (if any).
- 1.12 "Footprint" means the geographical reception area of the signal carrying the Channel by satellite beamed for telecast in the Territory.
- 1.13 "Principal Terms" means those stipulations that may have been agreed between IndiaCast in writing with Client and/or Agency along with Commercial Terms.
- 1.14 "Product" means the goods, services or whatever Client and/or Agency wishes to promote, subject to Clause 6.3 herein.
- 1.15 "Programme" means the motion pictures or television program, including such series and each episode or broadcast season thereof, broadcast on the Channel, or otherwise has the meaning ascribed to it in the Commercial Terms and/or Principal Terms (if any) or the Schedules hereto (if any).
- 1.16 "Rate Card" means the advertising rate card of IndiaCast and references in this Agreement to the current Rate Card shall mean the Rate Card incorporating any changes in payments, charges and/or terms as may be issued by IndiaCast from time to time.
- 1.17 "Standard Terms" shall mean these Standard Terms and Conditions set out herein.
- 1.18 "Technical Requirements" means those technical requirements as issued by any Authority and/or IndiaCast from time to time for the Delivery Materials delivered by / on behalf of Client and/or Agency to be transmitted on the Channel.
- 1.19 "Term" means the term of this Agreement as set out in the Commercial Terms and/or Principal Terms (if any).
- 1.20 "Transmission Log" means the daily record maintained by IndiaCast and/or its affiliates in respect of the Channel which records the date, time and identity of all programmes, advertisements, announcements and other materials transmitted as part of the Channel.
- 1.21 "Transmit" or "Transmission" for all purposes under this Agreement shall mean sending the advertisement from IndiaCast's and/or its affiliate(s) transmission

suite to either the communications lines or microwave links that will carry the Channel's signal to the satellite's uplink or cable transmission station.

## **2. BENEFITS.**

- 2.1 Subject to receipt of the total consideration by IndiaCast and the performance by Client and/or Agency of its / their obligations under this Agreement, IndiaCast agrees to provide to Client and/or Agency the Benefits described in Commercial Terms and/or Principal Terms.
- 2.2 Client and/or Agency acknowledge and agree as follows:
  - (a) Its / their use of the Benefits will be subject to applicable laws, regulations and Codes and agree to fully comply with the same;
  - (b) the Programme may be transmitted by any means of transmission provided that a minimum television transmission is delivered; and
  - (c) broadcasts on the Channel of any promotional and commercial spots granted as part of the Benefits are subject to the terms and conditions of this Agreement and to the Rate Card, provided that the terms of this Agreement will take precedence over those contained in the Rate Card in the event of any conflict or inconsistency.
- 2.3 If IndiaCast and Client and/or Agency is/are working together on any off-air or other promotional activities and/or merchandise with respect to a Programme or the Channel, IndiaCast and/or its affiliates shall have complete creative control on the use of IndiaCast's and/or its affiliates trademark(s), trade name(s), logo(s) and brand(s) during such promotional activities. IndiaCast may invite such off-air promotional campaigns from Client and/or Agency as may be required for adequate publicity of the Programme. The name, trademark, characters and/or any other element of the Programme(s) and/or Channel(s) shall not be used for any product, service or purpose by Client and/or Agency without the prior written permission and approval of IndiaCast. If applicable, IndiaCast shall also have the right to specify the manner and the way in which the Programme and/or the host of the Programme(s) and/or Channel(s) and/or IndiaCast and/or its affiliates name(s), mark(s), logo(s) shall be used for the promotion and advertisement of the Product.

## **3. PAYMENT.**

- 3.1 The Advertising Fee (i.e., amounts as set out in the Commercial Terms and/or Principal Terms, if any) and any other payments due and payable to IndiaCast by Client and/or Agency shall be payable by Client and/or Agency to IndiaCast in the currency and within timelines specified in Commercial Terms and/or Principal Terms (if any) (as the case may be) by wire transfer to the bank account OR by cheque as advised by IndiaCast from time to time or as specifically set forth in this Agreement. Except as expressly set out herein, there shall be no deduction, set-off or withholding (including on account of Agency Commission) from any payment due to IndiaCast hereunder, and that unless specifically agreed by IndiaCast in writing, IndiaCast shall not be responsible for payment of any Agency Commission.
- 3.2 Timely payment of dues by Client and/or Agency to IndiaCast shall be of the essence under this Agreement. The Advertising Fee will become due and payable immediately after receipt of insertion / release orders from Client and/or Agency, unless informed otherwise by IndiaCast or unless agreed otherwise (in writing) between the Parties. Client and/or Agency undertakes to pay the entire dues (including Advertising Fees) immediately when the same becomes due as per the payment terms agreed between Client and/or Agency and IndiaCast.
- 3.3 Unless otherwise specified on IndiaCast's invoice, any amount payable under IndiaCast's invoice shall be remitted to IndiaCast by Client and/or Agency within thirty (30) days from the date of insertion order / release order pursuant to the Commercial Terms and/or Principal Terms (if any) and Clause 3 of the Standard Terms, failing which Client and/or Agency shall be liable to pay dues (including Advertising Fee) to IndiaCast together with interest accrued thereon at the flat rate of one and half percent (1.5%) per month or the highest lawful rate, whichever is less calculated from the date when payment has become due and payable, until the date when such payment has been made to and received by IndiaCast in full.
- 3.4 Without limiting the generality of other terms and conditions of this Agreement, Client and/or Agency agree and acknowledge that Client and/or Agency shall be liable to pay the Advertising Fee in full to IndiaCast, irrespective of whether or not the Benefits have been fully utilized by Client and/or Agency during the Term, once this Agreement is fully executed.
- 3.5 IndiaCast and Client and/or Agency agree not to make any payment under this Agreement to any government departments or their officials, except as

specifically permitted by any applicable local laws.

- 3.6 Client and/or Agency agree and acknowledge that it / they shall be liable for any and all outstanding fees, dues, taxes (if any), expenses and other payments relating to this Agreement. Further, in the event of any liability in future on account of any indirect taxes, IndiaCast shall have the rights to recover the same from Client and/or Agency.

#### **4. WARRANTIES AND INDEMNITY.**

- 4.1 Client and/or Agency hereby warrant, represent and undertake to IndiaCast that:-
- (a) it has / they have the requisite right, power and authority necessary to enter into this Agreement;
  - (b) the Advertising Copy will not infringe any copyright or other rights or be defamatory of any third party or IndiaCast or its affiliates;
  - (c) it has / they have obtained in advance, and paid for, all necessary consents, licenses and permissions necessary for the transmission of the Advertising Copy as may be contemplated in this Agreement;
  - (d) the Advertising Copy and the Delivery Materials will comply with all applicable ordinances, rules and regulations including without limitation any technical requirements and Codes, as applicable;
  - (e) it / they shall co-operate fully with IndiaCast and provide (free of charge to the extent it is reasonable) all assistance that is required as a result of any challenge / notice by any regulatory or governmental agency in connection with the advertising around or brand promotion of the Programme;
  - (f) the Advertising Copy does not contain any material which breaches any statutory or regulatory duty / obligation, is false or misleading or which is obscene, offensive or defamatory or offends religious, linguistic or regional sentiments, or constitutes an unfair trade practice or violates any other legislation / regulation / order for the time being in force, or is made to give negative publicity of any other product or service;
  - (g) it has / they have taken or will take all necessary steps to ensure that nothing is or will be contained in the Advertising Copy which might make its transmission illegal or actionable for any reason in any of the country/ies or territory/ies of the Footprint;
  - (h) the Advertising Copy shall be delivered as per technical specifications provided by IndiaCast;
  - (i) in the event of Advertiser appointing / changing its Agency, all the terms, conditions, rights, entitlements and obligations of the Advertiser / Agency and IndiaCast shall remain intact and unchanged. Any such appointment / change in the Agency shall be ratified in writing by the Advertiser. The Advertiser and/or Agency hereby agree, to settle all payments which have fallen due with the existing Agency before business is routed through the new Agency. Further, the Advertiser shall also keep IndiaCast indemnified from any losses, claims, litigations or disputes arising from such replacement; and
  - (j) it / they will fully indemnify and keep IndiaCast and/or its affiliates (including their employees, directors, officers, agents, affiliated companies, licensors, channel owner(s) and authorized transmission licensees), fully indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities howsoever arising from any breach of its / their warranties, obligations, terms and conditions contained in this Agreement or in any manner whatsoever in consequence of the use, recording, transmission or broadcasting in the form submitted or prescribed of any Advertising Copy or matter supplied by or transmitted for Client and/or Agency.

#### **5. CANCELLATIONS.**

- 5.1 IndiaCast may in its absolute discretion cancel or postpone any booking at any time if Client and/or Agency breaches any provision of this Agreement until such breach is remedied.
- 5.2 Client and/or Agency shall not be entitled to terminate this Agreement Lock-in Period (if any).
- 5.3 Client and/or Agency (Subject to Clause 5.2 above) or IndiaCast may cancel or postpone any time booked provided that notice in writing is received within reasonable time period by the other served prior to the scheduled transmission date. After Lock-in Period, for any cancellation or postponement made by Client and/or Agency without/with notice of less than three working days before the scheduled transmission date, Client and/or Agency shall pay the full amount due for such cancelled transmission in accordance with the rates specified under this Agreement. If such cancellation or postponement is made

by IndiaCast less than one (1) day before the scheduled transmission, Client and/or Agency and IndiaCast shall agree on a reasonable time and/or date afterwards for IndiaCast to transmit the cancelled advertisement unless such advertisement does not comply with the terms and conditions of this Agreement in which event IndiaCast and Client and/or Agency shall agree on an alternative time and/or date for IndiaCast to transmit a replacement advertisement which has been pre-approved by IndiaCast in accordance with Clause 6 of these Standard Terms.

- 5.4 For the avoidance of doubt, any cancellation made by IndiaCast or Client and/or Agency under Clauses 5.1 or 5.3 of these Standard Terms shall not give rise to a right of termination of this Agreement by Client and/or Agency, and this Agreement shall remain in full force and effect with respect to all of Client and/or Agency's obligations under this Agreement including, without limitation, Client and/or Agency's payment obligations in respect of the Net Advertising Fee under this Agreement.
- 5.5 Entitlements: Client and/or Agency acknowledge and agree that all spot/rate entitlements ("Entitlements") extended by IndiaCast are based on the targets / Advertising Fees committed by it / them. In case Client and/or Agency fails to complete targets and/or their actions result in a situation whereby IndiaCast may not receive complete Advertising Fee for any reason whatsoever, within the period specified for such utilization then, it shall be liable to pay a privilege charge of USD 300 (or its equivalent) per 30 seconds spots for all the spots consumed basis the Entitlement.

#### **6. APPROVAL OF ADVERTISING COPY.**

- 6.1 The Advertising Copy must be submitted to IndiaCast for its prior approval in accordance with such procedures and on such terms as may be established by IndiaCast and notified to Client and/or Agency from time to time. Any approval given in respect of any element of the Advertising Copy or part of the production process shall be without prejudice to stipulations contained herein and/or IndiaCast's right to withhold its approval of any other such element or part. For clarity, notwithstanding any approval of Advertising Copy given by IndiaCast, as between the parties, Client and/or Agency shall remain solely liable and responsible for compliance with all stipulations contained herein including those relating to compliance with applicable laws.
- 6.2 IndiaCast hereby reserves the right, in its absolute discretion, and without incurring any liability therefore to Client and/or Agency, to refuse to transmit any advertisement without giving any reason for so declining but in such event Client and/or Agency shall not be liable to pay for any advertisements which IndiaCast so declines to transmit.
- 6.3 IndiaCast reserves the absolute right to refuse advertisements containing references to more than one product or service or any references to any product, channel(s) or programming that competes with those of IndiaCast, its holding company and any of its affiliates (including subsidiaries), or the Channel.

#### **7. DELIVERY OF MATERIALS AND LIABILITY.**

- 7.1 Unless otherwise agreed in writing between IndiaCast and Client and/or Agency, the Delivery Materials must be delivered by Client and/or Agency at Client and/or Agency's sole risk and expense to IndiaCast not less than three (3) days before the commencement of the brand promotion period (for brand promotion) or the scheduled date of transmission (for advertising). IndiaCast shall have no obligation to accept any Delivery Materials if delivered later the date as prescribed by IndiaCast. Delivery of the Delivery Materials shall only be deemed to have occurred once the Technical Requirements have been met and the relevant transmission instructions have been given to and accepted by IndiaCast.
- 7.2 In no event shall IndiaCast be liable for any delay in delivery, loss or damage to any of the Delivery Materials including without limitation any advertising films, recordings, goods or equipment howsoever or wheresoever caused and whether or not such Delivery Materials, films, recordings, goods or equipment are supplied by IndiaCast. Client and/or Agency shall not deliver to IndiaCast any original or master recordings of advertising films. Unless otherwise agreed in writing between IndiaCast and Client and/or Agency, all Delivery Materials may be destroyed by IndiaCast if not transmitted for a period of six (6) months without further reference to Client and/or Agency.
- 7.3 If Client and/or Agency fails to deliver the Delivery Materials in accordance with this Agreement, Client and/or Agency shall remain liable to pay the Net Advertising Fee in full to IndiaCast whether or not any advertisement is transmitted.

#### **8. INTELLECTUAL PROPERTY RIGHTS.**

- 8.1 Client and/or Agency hereby grants to IndiaCast and its affiliates (including

broadcaster(s) of Channel(s)) and any other authorized transmission licensees a non-exclusive and royalty-free license to use Advertising Copy, Advertiser / Agency's logos, trade names and trademarks in the performance of its obligations under this Agreement, in any promotional, publicity, advertising, sales and marketing materials, and any materials of promoting and advertising campaigns, the Programme, Channel(s) and the business of IndiaCast and/or its affiliates in trade advertising publications, and Client and/or Agency warrant that it has / they have the right and authority to grant the foregoing license to IndiaCast.

8.2 Client and/or Agency shall not use or refer to, or authorize the use of or reference to any of IndiaCast's or its affiliates' names, logos, trade names or trademarks including, without limitation, the names of any of the programming services of IndiaCast, its affiliates in any manner without prior written permission from IndiaCast.

8.3 All legal and beneficial interest in any intellectual property relating to the materials provided for or on behalf of IndiaCast for the purpose of advertising and brand promotion (where applicable) pursuant to this Agreement shall remain the property of IndiaCast and/or its affiliates, and to the extent that any legal or beneficial interest in intellectual property relating to the subject matter of this Clause 8 should vest in Client and/or Agency, Client and/or Agency hereby assigns, including by way of present assignment of future copyright such interest, to IndiaCast.

## **9. TRANSMISSION PROVISIONS.**

9.1 IndiaCast does not guarantee that the times and/or dates of transmission booked by Client and/or Agency will be adhered to. If an advertisement is not transmitted on the day and at the time booked by Client and/or Agency, IndiaCast will offer to transmit at some other time and/or some other date. If any offer of an alternative time or date for such transmission is not acceptable or such offer is not made by IndiaCast, IndiaCast shall make no charge to Client and/or Agency for such booking. In such event as specified in this Clause, neither Client and/or Agency nor any third party shall have any claim against IndiaCast, its affiliates in respect of non-transmission or for any expenses or damages whatsoever or howsoever incurred as a result thereof.

9.2 IndiaCast shall incur no liability whatsoever for any failure to transmit all or any part of any advertisement whether throughout the entirety of the Footprint or to any particular country or part of any particular country within the Footprint or any reason whatsoever for any reasons beyond IndiaCast's reasonable control, or for any error in any advertisement transmitted.

9.3 Subject always to the provisions of this Agreement, advertisements booked for transmission at a specified time will be transmitted in the commercial break nearest to that time.

9.4 Transmission of Advertising Copy for all purposes under this Agreement shall be conclusively evidenced to have taken place if the Transmission Log so records that such transmission has taken place.

9.5 Without prejudice to the foregoing, IndiaCast reserves the right in its sole and absolute discretion to do any act or thing in respect of the transmission of any advertisement or part thereof including, without limitation, the fading, editing or cutting thereof which in the sole opinion of IndiaCast contains unsuitable material and IndiaCast shall not thereby incur any liability to Client and/or Agency or any third party nor shall any of them have any claim whatsoever against IndiaCast for damages or otherwise in respect of any transmission of such advertisement or part thereof but Client and/or Agency shall remain liable to IndiaCast for the charges payable hereunder for such advertisements. IndiaCast further reserves the right to restrict or to refuse any repeat transmission of such advertisement.

9.6 Programme content, the names of the Programmes, and the time at which Programmes are to be transmitted shall be entirely within the absolute discretion of IndiaCast and/or its affiliates and IndiaCast shall not be liable for any failure to transmit any Programme advertised in any publication, changing the name of the Programme or failure to transmit any Programme at any advertised time. IndiaCast and/or its affiliates reserve the right in their sole and absolute discretion to cease or interrupt transmission of any of the programme(s) and/or Channel(s) without prior notice / intimation to Client and/or Agency.

10. **INDIACAST'S RIGHT TO TAKE A COPY OF THE ADVERTISEMENT.** Client and/or Agency hereby grant IndiaCast and/or its affiliates the right to make recordings of the Advertising Copy for their archives and to enable them to submit a copy of the same to any Authority in order to comply with the

provisions of all applicable Codes.

## **11. CHANGE OF RATES AND/OR CONDITIONS.**

11.1 IndiaCast reserves the right to change its rates as set out in any Rate Card at any time. As between the parties, all royalties shall be payable by Client and/or Agency. IndiaCast reserves the right to change the Standard Terms as contained in this Agreement at any time, but shall give advance written notice to Client and/or Agency if so specified in the Agreement. Except as otherwise specified in the Agreement, the rates payable and the Standard Terms applicable shall be those in force at the time of transmission.

11.2 In addition to Clause 11.1 of the Standard Terms, IndiaCast reserves the right to announce special charges and conditions which shall pre-empt all normal charges and conditions from time to time for particular Programmes. While IndiaCast will give as much notice as reasonably possible to Client and/or Agency if this Agreement is still in force at the time however, in any other situation IndiaCast shall be under no duty to give notice and Client and/or Agency shall be liable to pay the special charges.

## **12. LIMITATION OF LIABILITY.**

12.1 Except as otherwise provided, IndiaCast's liability in contract, tort, negligence, other representations or otherwise out of or in connection with this Agreement, shall be limited to compliance with this Clause 12. If IndiaCast and/or its affiliates fail to broadcast any Programme for any reason whatsoever or to transmit the Advertising Copy or the credits (in the case of brand promotion) or in the event of any other failure, technical or otherwise, IndiaCast's liability will be limited to providing Client and/or Agency with brand promotion and/or advertising opportunities of a value equal to the shortfall using IndiaCast's then-current market rates. For the avoidance of doubt, Client and/or Agency agree and acknowledge that it / they shall be expressly excluded from receiving any monetary refund or compensation or penalty or damages or fine from IndiaCast for any breach caused by IndiaCast under this agreement, howsoever caused.

12.2 Client / Agency specifically agree that IndiaCast and/or its affiliates shall not be liable to Client and/or Agency for any loss of business, revenue or profits, or any indirect or consequential loss or damage whatsoever arising out of or in connection with the performance of this Agreement.

## **13. TERMINATION.**

13.1 IndiaCast may terminate this Agreement at any time by giving seven (7) days' written notice to Client and/or Agency in the event that: (a) Client and/or Agency becomes insolvent or is / are unable or unwilling to pay its / their debts as they fall due or is adjudicated or found to be bankrupt or an order is made or resolution passed for the liquidation or winding up of such party (except for the purposes of corporate restructuring) or a receiver is appointed of all or a substantial part of Client and/or Agency's assets; or (b) Client and/or Agency commits a breach of any material term of this Agreement; or (c) the reputation, as understood by IndiaCast, of Client and/or Agency and/or its / their products or services suffers substantial setback or becomes controversial due to any press release or notice or court order against it; or (d) the Advertising Copy is found to violate any laws or Codes in force at the relevant time, be against public interest, hurt public sentiment or be tantamount to any unfair, monopolistic or restrictive trade practice; (e) if in the reasonable opinion of IndiaCast, continuation with Agreement, may expose it and/or its affiliates to any liability or legal action.

In the event of any of the aforesaid occurring, the entire amount of the Advertising Fee still outstanding shall become due and payable to IndiaCast upon such termination, without prejudice to any other remedies IndiaCast may have against Client and/or Agency under this Agreement or in law. Notwithstanding the foregoing, IndiaCast additionally reserves the right to terminate this Agreement by giving seven (7) days' written notice.

13.2 Termination of this Agreement, whether under this Clause or by expiration of the Term shall not affect any rights, claims or liabilities which arose prior to such termination or expiration.

14. **CONFIDENTIALITY.** Parties shall keep confidential all information exchanged during the course of their business dealings, including, but not limited to rates, costs, and time band details, and to use such information solely for the purposes of this Agreement. The confidentiality obligations above shall not apply if such information is already in the public domain or is required to be disclosed under any express legal requirement, regulation or rule. If IndiaCast has offered particular rates and/or credit period to Client and/or Agency, and IndiaCast becomes aware that Client and/or Agency has / have shared such information with any third party (including to any other advertiser, agency and/or client / potential client of IndiaCast), then IndiaCast shall be entitled to terminate



forthwith this Agreement by serving a written notice to Client and/or Agency, in which event, Client and/or Agency shall immediately pay all outstanding payments, including any unpaid Advertising Fee, due and payable under this Agreement to IndiaCast. Each Party shall at all times be fully responsible for any breach of the confidentiality obligation under this Clause 14 of the Standard Terms by each Party's employees, agents, representatives, consultants, and contractors. Notwithstanding the foregoing IndiaCast may disclose stipulations contained in the Agreement to its affiliates and/or to a government body or authority. This Clause shall survive expiration of the Term or sooner termination of this Agreement.

**15. RELATIONSHIP OF PARTIES.** This Agreement does not create any partnership or agency relationship between: (a) IndiaCast on one hand, and (b) Client and/or Agency on the other. Parties agree that the relationship between (a) IndiaCast on one hand, and (b) Client and/or Agency on the other; is on principal to principal basis.

**16. ASSIGNMENT.** Save as provided in Clause 4(i), Client and/or Agency shall not assign, delegate, license or otherwise dispose of their rights in whole or in part under this Agreement without the prior written consent of IndiaCast. IndiaCast may freely and at any time assign, delegate or license its rights and obligations wholly or in part under this Agreement without the consent of Client and/or Agency.

**17. FORCE MAJEURE.** Neither Party shall be liable to the other for any failure of performance under this Agreement which is due to a so-called act of God, accident, fire, lockout, strike or other official labour dispute, union problem, riot or civil commotion, failure of technical facilities not within the reasonable control of the defaulting Party.

**18. GENERAL.**

**18.1** Each provision of this Agreement shall be severable. If any term, provision or clause of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any other term, provision or clause and such invalid term, provision or clause shall be deemed severed from this Agreement, provided always that if such deletion substantially alters or affects the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend or modify this Agreement as may be necessary or desirable in the circumstances.

**18.2** This Agreement, including any Schedules hereto, constitutes the entire agreement between the Parties hereto with respect to its subject matter. It supersedes all prior agreements, understandings, communications, representations and undertakings whether written or oral between the Parties hereto with respect to the subject matter hereof. Any variation to this Agreement must be in writing and signed by all Parties.

**18.3** In the interpretation and construction of the provisions of this Agreement whenever the context admits, words in the singular shall include the plural and words in the plural shall include the singular. Words importing any gender shall include the other gender.

**18.4** No payment by any Party shall constitute a waiver of any terms and conditions of this Agreement. No waiver by any Party of one breach of this Agreement shall constitute a waiver of any other breach. No Party will be deemed to have waived any right under this Agreement, unless it does so in writing.

**18.5** No Party shall exercise any rights in the trademarks, copyrights or other intellectual property rights of any other Parties, except as expressly stated in this Agreement.

**18.6** The Parties acknowledge that this Agreement, has been jointly drafted and prepared by all Parties, and accordingly, it should not be construed strictly against any of the Parties. Save as specifically provided in this Agreement, a party who is not a party to this Agreement has no right to enforce any provision of this Agreement, including, without limitation, any provision which purports to grant any right, indemnity, or benefit to such person.

**18.7** This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

**19. COMPLIANCE WITH LAWS AND ILLEGALITY.** Client and/or Agency shall comply with all applicable laws. Nothing stated in this Agreement shall be construed so as to require the commission of any act which is illegal or contrary to applicable law and wherever there is any conflict between any provision of

this Agreement and any material statute law ordinance or regulation contrary to which the Parties have no legal right to contract, then the latter shall prevail, but in such event, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

**20. NOTICES.** All notices given under this Agreement shall be made in writing to the respective addresses of the Parties as set forth above in this Agreement, unless a Party designates another address for itself by notifying the other Party of it by certified mail, in which case all notices to that Party shall thereafter be given at its most recently designated address.

**21. GOVERNING LAW & DISPUTE RESOLUTION.** This Agreement will be governed by the laws of India ("Governing Law"). In any legal proceedings relating to this Agreement, each Party agrees to waive any right it may have to participate in any class, group, or representative proceeding and to waive any right it may have to a trial by jury. In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, the parties shall, at the first instance try to resolve the dispute amicably by mutual discussions, and if Parties are unable to do so then, they may refer the dispute to and finally resolved by arbitration as per Arbitration and Conciliation Act, 1996 (as amended). In any arbitration commenced pursuant to this Clause, (i) the number of arbitrators shall be one; (ii) language of arbitration proceedings shall be English, and (iii) the seat, or legal place, of arbitration shall be New Delhi. The arbitration shall be confidential proceedings, closed to the general public. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek *pendente lite* relief in a court of competent jurisdiction in New Delhi, without thereby waiving its right to arbitration of the dispute or controversy under this Clause.

**22. ANTI-BRIBERY.** Parties are aware of the US Foreign Corrupt Practices Act of 1977 (as amended), and the anti-corruption laws of Territory (collectively, the "Anti-Corruption Laws"), and understand their relevance to this Agreement. Each Party shall, and shall cause its respective directors, officers, employees and agents to, engage only in legitimate business and ethical practices in commercial operations and in relation to governmental authorities. Neither Party shall, and shall ensure that its respective officers, directors, employees or agents shall not, offer, pay or promise, directly or indirectly, to any governmental official or political party or official thereof, or any candidate for political office, or any person or entity for the purpose of (i) influencing any act or decision of such person, entity or party to obtain or retain business or (ii) inducing such person, entity or party to influence any act or decision of any national, state or local government or instrumentality thereof. For the purpose of this Agreement, "governmental official" shall include any officer or employee of a government authority or any person acting in an official capacity for or on behalf of such government authority. Parties agree to instruct their directors, officers, employees and agents to participate in training to ensure adequate understanding of the Anti-Corruption Laws. This Clause shall survive expiry / prior termination of this Agreement.

**23. RULES OF CONSTRUCTION.** Parties agree that in interpreting this Agreement, no weight shall be placed upon which party hereto or its legal advisor drafted the provisions being interpreted. The rules of contractual construction known as the "*Contra Proferentum*" rule and the "*Ejusdem Generis*" rule shall not apply to this Agreement.

**24. INDEPENDENT INVESTIGATIONS.** Client and/or Agency acknowledge and confirm that it has not / they have not relied upon any oral and/or written representations made to it by IndiaCast and/or its affiliates, and that it has made its / their own independent investigations into all matters relevant to it / them and its / their business(es), and its / their ability to utilize this Agreement in its / their business(es) and to achieve the goals set by Client and/or Agency for its / their business(es), and that IndiaCast and/or its affiliates are not responsible or liable to Client and/or Agency for any failure of Client and/or Agency to exploit this Agreement in accordance with Client and/or Agency's own expectations.