

JIOSTAR INDIA PRIVATE LIMITED
ADVERTISING SALES - STANDARD TERMS AND CONDITIONS
(OUTBOUND)

1. Definitions:

- a. **“AAAI”** means Advertising Agencies Association of India.
 - b. **“Activity Period”** shall mean the period during which the Entitlements are to be utilized as specified in the Commercial Terms.
 - c. **“Advertiser”** means a person, firm, company or any other organization whose products, goods or services are the subject matter of the Advertising Copy and who will be jointly and severally responsible with the Agency, if any, for payment of the Advertising Fee and fulfilment of obligations, under this Agreement.
 - d. **“Advertising Copy”** means any advertising material and content proposed to be included in any advertisement/brand promotion element to be supplied by the Advertiser for transmission on the Channel.
 - e. **“Advertising Fee”** shall mean the Total Outlay or consideration agreed to be paid by the Client to JIOSTAR.
 - f. **“Agency”** means a person, firm or company whose business involves the selection and purchase of advertising space or Spots on Air Time for persons wishing to advertise and who will be jointly and severally responsible with the Advertiser for payment of the Advertising Fee and fulfilment of obligations under this Agreement.
 - g. **“Agreement”** means the Commercial Terms, together with these Standard Terms and Conditions.
 - h. **“Air Time”** means free commercial time provided to the Client within Program Time, as per the Agreement.
 - i. **“Applicable Law(s)”** means all applicable national, state law, ordinance, rules, administrative or judicial interpretation, regulation, order or decree of a court of competent jurisdiction or any other applicable requirement, notices, directions, orders, advisories and/or any other communication of any governmental authority and/or of self-regulatory body, treaties, voluntary industry standards and other legal obligations pertaining to the Agreement and to any of the Client’s activities under the Agreement; for the Territory(ies).
 - j. **“Commercial Terms”** means the commercial terms agreed between JIOSTAR and the Client.
 - k. **“Cost Allocation”** shall mean the cost allocation of the Total Outlay between Air Time and brand promotion elements (as applicable) and other entitlements, as provided in the Commercial Terms and as amended from time to time at JIOSTAR’s sole discretion.
 - l. **“Channel”** means the television channel/s in standard definition format or high-definition format, or both as operated by JIOSTAR and licensed and registered with the Ministry of Information Broadcasting more particularly specified in the Commercial Terms.
 - m. **“Client”** means jointly and severally the Advertiser and the Agency (if any).
 - n. **“Entitlements”** shall mean the deal particulars relating to Commercial Air Time and/or brand promotion elements, as set out in the Commercial Terms.
 - o. **“GST”** shall include the Central Goods and Services Tax, the State Goods and Services Tax and/or the Integrated Goods and Services Tax as may be applicable and all applicable cesses, duties and levies, as amended.
 - p. **“GSTN”** means Goods and Service Tax Network.
 - q. **“IBF”** means Indian Broadcasting Foundation.
 - r. **“JIOSTAR”** means JioStar India Private Limited, a company incorporated under the laws of India, with its registered office at Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai, 400013, India and shall include its subsidiaries, affiliates, licenses and permitted assigns.
 - s. **“Parties”** shall mean the Client and JIOSTAR together.
 - t. **“Place of Business”** as defined under the GST laws.
 - u. **“Place of Supply”** as defined under the GST laws.
 - v. **“Program Time”** means the specific duration in time of a particular Program to be telecast in the Channel within which Client shall book the Air Time.
 - w. **“Program”** includes movie, show, serial, episode, telefilm, documentary or the like to be carried on the Channel.
 - x. **“Release Order”** shall mean a document issued by the Client setting out details of the Air Time, squeeze ups and push backs solely for
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- convenience of the Parties and for the purposes of minimizing preemption of spots/Spots. It does not over-ride, in any manner, the rights and obligations under this Agreement (which prevails under all circumstances).
- y. “**Standard Terms and Conditions**” shall mean these Advertising Sales – Standard Terms and Conditions.
 - z. “**Spot(s)**” shall mean a unit interval within Air Time ranging in length or duration of a minimum of 10-seconds, and in multiples of five (5), *i.e.*, 10 seconds, 15 seconds, 20 seconds, so on and so forth thereafter containing a commercial message supplied by the Client.
 - aa. “**Territory(ies)**” shall mean the country(ies) specified in the Commercial Terms.
 - bb. “**Total Outlay**” shall mean the amounts specified as ‘total outlay’ in the Commercial Terms.
2. The Client agrees that it will only be entitled to the Air Time and/or brand promotion elements as specified in the Commercial Terms and the applicable provisions of this Agreement shall apply, basis such Entitlements.
3. The Client agrees and undertakes that:
- (i) Based on the Cost Allocation issued by JIOSTAR the Client shall issue Release Orders which shall signify and indicate apportionment of the Entitlements as provided in the Cost Allocation that shall be appropriated towards each such Release Order;
 - (ii) In the event of any discrepancy between the Release Order(s) issued by the Client and the Cost Allocation issued by JIOSTAR, the Cost Allocation shall apply, prevail and be considered as binding.
4. The Client agrees that:
- a. Air Time shall be booked in accordance with the Cost Allocation, subject to the terms of the Agreement. The Client shall issue Release Orders to JIOSTAR at least 2 (two) weeks prior to the first telecast of the Advertising Copy;
 - b. it shall not cancel booked Air Time commitments. The Client shall lodge a written request with JIOSTAR to reschedule any Air Time commitment within the same calendar month at least 7 (seven) working days prior to the original date of transmission. JIOSTAR may reject or accept such request in its sole discretion without any prior notice to the Client;
 - c. the standard definition format and high-definition format of a channel being separately licensed channels, the Entitlements on standard definition channel do not automatically entitle the Client to similar Entitlements on the high-definition channel and vice versa, unless otherwise specified and agreed in this regard;
 - d. it shall ensure that (i) materials carrying Advertising Copy (Digi-Beta tapes, digital copies or any other material approved by JIOSTAR) are provided at least 2 (two) weeks prior to the date of airing the first Air Time or brand promotion elements; and (ii) it provides CBFC Certificates to JIOSTAR, in respect of the Advertising Copy, as may be required under Applicable Law, no less than 15 (fifteen) days before the scheduled airing of the Advertising Copy, failing which JIOSTAR is not obliged to book and/or broadcast those Air Time and/or, brand promotion element;
 - e. the Run of Schedule (ROS)/Run of Day Part (RODP)/frequency builder spots can appear in any part of the day within the specified time band; in the event Air Time is booked during any Program, such Air Time may appear in any part of or at any time during the duration of such Program at the sole discretion of JIOSTAR without any prior notice to Client;
 - f. all invoices shall be settled within 30 (thirty) days of the invoice date if the Agency or Advertiser is not a member of the AAI, or within the period agreed by the working committee of AAI and the IBF if the Agency or Advertiser is a member of the AAI (currently 60 (sixty) days from the end of the relevant invoice month); the said period of 30 or 60 days as aforesaid may be reduced at the sole discretion of JIOSTAR and Client shall not claim such days’ credit as a matter of right. JIOSTAR may at its sole discretion demand that the Advertising Fees, be paid in advance wholly or in part by the Client, in which case Client shall make such payments forthwith to book and/or avail the Entitlements. JIOSTAR reserves the right to amend the credit period without prior intimation;
 - g. This package does not entitle any participation by means of Air Time or brand promotion elements of any special events or any other packages that are not included in Commercial Terms and are offered as one-offs.
 - h. The Client agrees to: (i) fulfill the terms of the Agreement in its entirety; (ii) consume the Entitlements in their entirety; and (iii) pay the Advertising Fee in its entirety, within the Activity Period. If the Client: (a) during the Activity Period, has not been able to fully consume or has refused to fully consume the Entitlements (including Air Time) then JIOSTAR may, at its sole discretion, raise an invoice towards the Advertising Fees for the said unconsumed Entitlements, which shall be payable by the Client in full; and/or (b) has failed to pay or has refused to pay the whole or a portion of the Advertising Fee, JIOSTAR shall, at its sole discretion, have the right to seek payment/issue an invoice towards the Advertising Fee, which shall be payable by the Client in full.
 - i. Notwithstanding anything otherwise contained in this Agreement, the Client agrees
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that if it fails to issue any Release Orders: (a) any act or omission by JIOSTAR as a result of such failure, will not be deemed to be a breach by JIOSTAR under this Agreement; and (b) such failure will not in any manner whatsoever restrict and/or impair and/or impact the Client from fulfilling any of its obligations under this Agreement (including but not limited to any payment obligations).

5. The Client hereby warrants, represents, and undertakes to JIOSTAR on a continuing basis during the Activity Period that:
- a. it is compliant with Applicable Laws, has/is obtained/obtaining and paid/paying for, all necessary consents, licenses and permissions as may be applicable including with respect to the Advertising Copy, transmission/communication to public of the Advertising Copy etc. and, the product/service being advertised, the advertising of such product/service in the applicable Territory;
 - b. without prejudice to the generality of sub-clause (a) above, the Advertiser: (I) has obtained (to the extent required under the Applicable Law) the certificate issued by the relevant authority certifying the said Advertising Copy as suitable for unrestricted public exhibition as per Applicable Law (“**Certificate**”) and such Certificate does not contain any terms and conditions which would restrict or prohibit the airing of such Advertising Copy on the Channels; and (II) has complied with all the conditions under the Applicable Laws, required to be complied with by the Advertiser, for obtaining such Certificate;
 - c. the Agency is a duly authorized person, firm or company representing the Advertiser, acting for and on behalf of the Advertiser as its agent and is fully empowered by the Advertiser to do and abstain from all acts required to be done or to be abstained from under this Agreement, including but not limited to executing this Agreement, Release Orders, receiving invoices, discharging dues, and fulfilling obligations, to JIOSTAR, receiving notices served by JIOSTAR on behalf of the Advertiser;
 - d. the Client is not under any disability, restriction or prohibition, legal, contractual or otherwise, which might prevent it from performing or observing any of the obligations under this Agreement uninterrupted during the Term. The Client further represents that it is competent to enter into this Agreement and suffers from no disqualification under the laws of India, contract, constitution or any other rule that may apply to, or bind, the Client.
 - e. all advertisements and/or other promotional material contemplated herein are in conformity with all Applicable Laws, do not infringe any third-party rights including copyrights/trademarks, rights to privacy, and are not in contravention of any Applicable Law, regulation or code; and any amendment thereof;
 - f. it shall indemnify and keep JIOSTAR fully indemnified and hold harmless against all actions, disputes, litigations, judicial & quasi-judicial orders, claims, cost, damages, losses (including but not limited to any loss suffered from any adverse impact on JIOSTAR’s reputation), penalties and any liabilities whatsoever arising from any breach of terms, representations, warranties and/or undertakings contained in this Agreement and/or Applicable Law and/or in any action brought by any third party for infringement of copyright, trademarks, patents or related rights or in any manner whatsoever as a consequence of the use, possession, recording transmission or broadcasting of any Advertising Copy Entitlement, or any other third party claim or other claim;
 - g. the Client shall be responsible to pay all the monies including but not limited to the royalties payable to concerned person(s) in relation to the creation and airing of the advertisement(s) and/or promotional materials, including the Advertising Copy as detailed herein, as required under the Applicable Laws and shall hold and keep JIOSTAR harmless and indemnified in respect thereof;
 - h. the Client hereby represents, warrants and undertakes that in performing its obligations or exercising its rights etc. under this Agreement, the Client and its employees shall not pay, offer or promise to pay, or authorize the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with the intent and goals (to the extent applicable) of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transaction, 37 ILM 1 of 15 February 1999, United States’ Foreign Corrupt Practices Act, United Kingdom Bribery Act, 2010, and any other Indian law including Bharatiya Nyaya Sanhita, 2023 and Prevention of Corruption Act, 1988 (“**Legislations**”). If JIOSTAR becomes aware or has reasonable grounds to suspect that any transaction relating to the business contemplated herein has taken place in contravention of the principles set forth in the Legislations, then, JIOSTAR shall be entitled forthwith, in its sole discretion, to terminate this Agreement with immediate effect and any and all other arrangements with the Client and/or its affiliated companies and the same shall be treated as material breach of the Agreement;
 - i. JIOSTAR is required to comply with certain international laws and is not permitted to engage with a person with whom dealings are prohibited
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under the economic sanctions administered by the United States, His Majesty's Treasury of the United Kingdom, the European Union or any of its member states, or the United Nations, whether as a result of the specific designation of that person, its ownership or control, the jurisdiction in which it is located, organized, or resident, or otherwise ("Sanctions"). JIOSTAR has agreed to enter into this Agreement on the basis of the representation that neither the Client, nor any of its affiliates, nor any of their directors, officers, or controllers, is/are persons who are subject to any Sanctions. Further, if such Sanctions are imposed at any point of time, the Client warrants that it shall be responsible to inform JIOSTAR immediately about the same as soon as it comes to the knowledge of the Client. If at any time during the term of the Agreement, it comes to the knowledge of JIOSTAR that the Client or any of its affiliates, or any of their directors, officers, or controllers are subject to any Sanctions, it shall be deemed to be a material breach of this Agreement by the Client and JIOSTAR shall, without prejudice to anything contrary mentioned in this Agreement in its sole discretion, have the right to forthwith, terminate this Agreement with immediate effect and any and all other arrangements with the Client and/or its affiliated companies.

- j. (a) the advertisement including the Advertising Copy does not violate rights of any third party including but not limited to that of the music composer, lyricist, singers and that of music publisher; (b) all rights including the copyright in the Advertising Copy, are owned by the Advertiser for the purpose of its broadcast on JIOSTAR's television channels, digital platform(s) and/or affiliate company's digital platform(s); (c) any and all performance royalties etc. payable to any third party(ies) and/or the authors of the works incorporated in the content of the Advertising Copy including the Advertiser's intellectual property, has been or shall be paid by the Client; and (d) communication to the public shall be deemed to have been done by the Advertiser at whose instance JIOSTAR broadcasts the advertisement on its television channel(s), digital platform(s) and/or affiliate company's digital platforms;
 - k. the Advertising Copy shall not cause a risk to JIOSTAR's reputation and/or result in any notices and/or adverse directions and/or orders, issued to JIOSTAR.
6. The Parties agree and acknowledge that:
- a. JIOSTAR shall make reasonable endeavours to provide Entitlements in the manner set out in the Commercial Terms subject to the Client fulfilling its obligations under the Agreement. All bookings are subject to availability at the time of booking;
 - b. In case there is any unforeseeable delay, cancellation or reduction in duration of any Program, other actions taken by owner of rights of the Program or any other reason outside JIOSTAR's control, JIOSTAR shall at its sole

discretion book Air Time on forthcoming or alternate events/properties of similar nature scheduled on any of the Channels or provide alternative Entitlements, whether during or after the Activity Period;

- c. In the event of any changes in the timing of the Spot(s), Program, content or shift in time bands or change in timing, that are likely to affect the manner or timing of display of the Entitlements, JIOSTAR shall make reasonably commercial efforts to inform the Client, as soon as possible of such changes, unless there is an unforeseeable delay, cancellation or reduction in duration of any Program, other actions taken by owner of rights of the Program or any other reason outside JIOSTAR's control or where there is a pre-emption by an event of national importance or an unforeseen important event. JIOSTAR may share via email, any deviations that may be required to the Release Orders, the Cost Allocation or the Entitlements to account for the aforesaid changes as soon as reasonably practical and no confirmation shall be required from the Client to enable JIOSTAR to act on such deviation;
- d. JIOSTAR shall not return and/or purge BETA tapes and/or digital copies of the Advertising Copy(ies); however, the same will be returned/deleted, if legally required and requested by the Client, after a period of 90 (ninety) days of last airing;
- e. In the event of change in Applicable Law, which prevents JIOSTAR from performing any of its obligations under the Agreement then JIOSTAR shall be entitled to terminate the Agreement forthwith and the Client shall be liable to pay the Advertising Fees in relation to the Entitlements (including Air Time) consumed till the date of termination. If the change in Applicable Law does not prevent JIOSTAR from performing its obligations under the Agreement, then the Parties will continue to remain bound by the existing terms of the Agreement. However, the Parties may engage in renegotiation to amend the Commercial Terms in a manner prescribed under this Agreement, which shall be concluded within 7 (seven) days from the date of intimation. If the Parties are unable to conclude the negotiation in the timeline stipulated in the immediately preceding sentence, the Agreement will continue on the existing terms (subject to Applicable Law);
- f. On the 15th day and the last day of each calendar month, or at such date or frequency as JIOSTAR may at its sole discretion so decide without any prior notice to Client, JIOSTAR shall raise an invoice for the amount payable by the Client. The invoices will indicate Advertising Fee and applicable taxes and the Entitlements utilized. If during the last calendar month of the Activity Period, it is found that the Client has not been able to comply with the terms hereunder, JIOSTAR shall forthwith act, among others and without prejudice to its rights and remedies under law or this Agreement. It is hereby

- clarified that the timelines set out for issuance of invoices by JIOSTAR in this sub-clause shall not apply to the invoice(s) raised by JIOSTAR in accordance with the advance payment terms (if any) set out in this Agreement;
- g. In the event JIOSTAR does not act upon a Release Order or any other action or request of the Client that purports to revise the Entitlements, or the Cost Allocation or the duration as contained herein, Client shall continue to be bound and liable in terms of the Agreement and the Cost Allocation;
- h. JIOSTAR shall upload, where applicable, the requisite details of invoice (generated as per the information provided by the Client) within the statutory timelines, on the GSTN platform, to enable the Client to avail credit thereof;
- i. On expiry of the Activity Period, in the event JIOSTAR continues to act upon the Release Order(s) issued by Client post such expiry, the Activity Period shall be deemed to have been extended accordingly and the Parties hereto shall be bound by this Agreement.
7. The Client hereby grants JIOSTAR for the limited purpose of providing Advertising services:
- the right to make recordings of the Advertising Copy, for archive in order to comply with provisions of all applicable statutes/codes from time to time;
 - the right to telecast the advertisement/Advertising Copy, on the channel/s, as agreed herein even if the platform of telecast/publishing/posting is different from the original telecast/publishing of the advertisement/Advertising Copy;
 - the right to sub-license the Advertiser's intellectual property to social media platforms for exploitation in accordance with such social media platforms' T&Cs;
 - a non-exclusive, royalty free license to use the Client's logo(s), name(s), trade name(s), service mark(s), trademark(s), products(s) and other material(s) as provided to JIOSTAR for the purposes of brand integrations, in-show placements, creating and developing advertising, marketing and promotional content in connection with the Entitlements and for the purposes of fulfilling any other obligations under the Agreement as well as in JIOSTAR advertising sales and marketing materials. The Client represents and warrants that it has the authority to grant such rights; and
 - The right to JIOSTAR to vary the screen size of the advertisement/Advertising Copy to accommodate information, change the colour combination, time etc. depending on the programming of the Channel(s) and the same will not be objected to by the Client.
8. The Client agrees that such acts performed by JIOSTAR pursuant to Clause 6 of this Standard Terms and Conditions will not amount to an infringement of Client's rights (including intellectual property rights) and will not be considered a breach of this Agreement.
9. The Client agrees that the invoice raised by JIOSTAR is definitive proof that the advertisement/s were delivered and screened properly and in a manner consistent with this Agreement. It is hereby clarified that this clause shall not apply to the invoice(s) raised by JIOSTAR in accordance with the advance payment terms (if any) set out in this Agreement.
10. If either Party is totally or partially prevented from performing any of its obligations under the Agreement on account of war, strikes, power failures, lockouts, fire, floods, epidemics, natural calamities or other act of God or other unforeseen circumstances beyond its control ("**Force Majeure Event**"), it shall not amount to a breach of this Agreement. Notwithstanding the above, to the extent that JIOSTAR has aired/broadcasted the Entitlements or has not conveyed an inability to do so on account of the Force Majeure Event, the Client shall not be released from any obligation to pay the portion of the Advertising Fees relating to such Entitlements on the due dates specified in or in accordance with this Agreement and shall not be entitled to seek refund of any portion of the Advertising Fee already paid.
11. Programme content on the Channels, and the dates and time at which programmes are to be transmitted shall be entirely within the absolute discretion of JIOSTAR without prior intimation to Client and JIOSTAR shall not be held liable for any failure to transmit any programme advertised in any publication or failure to transmit any programme at any advertised date and/or time.
12. If the Client provides an advertisement/Advertising Copy which violates or in JIOSTAR's reasonable opinion violates this Agreement and/or any Applicable Laws or regulations in force at the relevant time, including, without limitation, standards and practices guidelines of JIOSTAR, advertisements which are against public interest, public sentiment or tantamount to unfair, monopolistic or restrictive trade practices, or JIOSTAR cannot perform its obligations due to unforeseen circumstances beyond JIOSTAR's reasonable control then without prejudice to its rights and remedies under law and this Agreement, JIOSTAR reserves the right upon written notice to the Client to: (i) withdraw or postpone any such advertisement from broadcast, (ii) amend or ask the Client to amend and/or replace any such advertisement, (iii) remove, suspend, cancel and/or change the position or timing of any Entitlement, and/or (iv) terminate this Agreement immediately upon written notice. In the event JIOSTAR terminates the Agreement pursuant to this clause (except where JIOSTAR is unable to perform its obligations due to unforeseen circumstances beyond its reasonable control), the Client shall be liable pay the Advertising Fee in its entirety to JIOSTAR and shall not be entitled to seek refund of any portion of the Advertising Fee already paid to JIOSTAR.
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13. JIOSTAR shall not incur any liability of any nature whatsoever in the event that JIOSTAR fails to transmit any advertisement/ Advertising Copy or for any error in any advertisement/Advertising Copy transmitted.
 14. JIOSTAR shall not incur any liability to the Client or any third party nor shall any of them have any claim whatsoever against JIOSTAR for damages or otherwise in respect of any non-transmission any advertisement, Advertising Copy, Entitlement or part thereof. JIOSTAR further reserves the right to restrict or to refuse any repeat transmission of such advertisement, Advertising Copy or Entitlement (as may be applicable).
 15. Except for what is set out in Clause 4(g) of this Standard Terms and Conditions, no Party shall be liable to the other for any indirect or consequential loss of business, or loss or damage whatsoever arising out of or in connection with the performance or non-performance of this Agreement. The total liability of JIOSTAR to the Client arising from any breach by JIOSTAR of this Agreement shall not exceed the Advertising Fee actually paid by the Client under this Agreement up to the date of such breach.
 16. Neither the Advertiser nor Agency may assign, delegate or license their rights in whole or in part under this Agreement without the prior written consent of JIOSTAR. JIOSTAR may assign, delegate or license its rights and obligations under this Agreement at any time.
 17. Termination:
 - i. JIOSTAR reserves the right to terminate this Agreement forthwith upon written notice and/or seek to withdraw or suspend any Entitlement/advertisement/Advertising Copy from broadcast if the infringing Party:
 - (a) is in breach of any undertaking, obligations, representations and /or warranties made under this Agreement; and/or
 - (b) is unable or unwilling to pay its debts as they fall due; and/or
 - (c) is subject to any order or direction from the Ministry of Information Broadcasting or the ASCI or any other equivalent body(ies) in the Territory(ies); and/or
 - (d) if the Client acts in any manner which might prejudice the goodwill and/or image of JIOSTAR and/or its affiliates, provided that JIOSTAR shall provide the Client with written notice of such termination enclosing reasons in writing for such termination; and/or
 - (e) becomes bankrupt or insolvent.
 - ii. In the event of termination of this Agreement by JIOSTAR, the Client agrees that it shall be immediately liable to pay the entire Advertising Fee as reduced by any payments received by JIOSTAR from the Client, in full regardless of any further invoice(s) to be raised by JIOSTAR. This shall not however prejudice JIOSTAR's rights and contentions in law or this Agreement or otherwise and acceptance of monies shall not amount to waiver, acquiescence or estoppel on JIOSTAR's part.
 - iii. Without prejudice to the foregoing, JIOSTAR may at any time, terminate this Agreement by giving 15 (fifteen) days' prior written notice without assigning any reasons and without any further obligation or liability to the Client. If JIOSTAR terminates this Agreement in accordance with this sub clause, JIOSTAR shall be entitled to receive pro-rata Advertising Fees for Entitlements provided to the Client till the effective date of termination of the Agreement.
18. Governing Law, Jurisdiction and Dispute Resolution
 - i. The terms of this Agreement shall be construed in accordance with the laws/regulations of India. Subject to clause 15(ii) below, the Parties agree that in case of any dispute arising out of or in relation to this Agreement, the courts in either Mumbai or Delhi shall have jurisdiction.
 - ii. If any dispute arises under this Agreement such dispute shall be submitted to arbitration under the [Indian] Arbitration and Conciliation Act 1996 and conclusively resolved by a single arbitrator appointed by mutual consent or failing which by such process as is laid down under the [Indian] Arbitration and Conciliation Act 1996. The seat and venue for arbitration shall be Delhi and the arbitration shall be conducted in English. The decision of the arbitrator shall be in writing and shall be final and binding upon the Parties.
 19. This Agreement does not create any partnership or agency relationship between JIOSTAR and the Client, and neither JIOSTAR nor the Client shall be entitled to act as the other's agent or represent or hold itself out in any way as representing or acting on behalf of the other unless such representation or action is specifically authorized in writing by the other.
 20. The Parties agree to keep confidential all information exchanged during the course of their business dealings, (including, but not limited to Air Time/ Spots/brand promotion elements booked, rates, costs and time band deals) 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 public domain or is required to be disclosed under any express legal requirement, regulation or rule. Without prejudice to the generality of the foregoing, Client acknowledges and agrees that if JIOSTAR becomes aware that any information set out in the Commercial Terms (including but not limited to rates, pricing and/or commercials) or any other information made available by JIOSTAR to the Client regarding rates, pricing and/or commercials has been shared by the
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Client (or its representatives) with any third party, JIOSTAR shall be entitled to: (A) terminate the Agreement upon immediate written notice and/or, (B) call upon the Client to make payment of the entire Advertising Fee and/ or such compensation as determined by JIOSTAR within 10 (ten) days of the demand by JIOSTAR, in the manner as may be determined by JIOSTAR in its sole discretion. Each Party shall at all times be fully responsible for any breach of these confidentiality obligations by any of its employees, agents, representatives, consultants and contractors.

21. The Parties represent and warrant to the others that they have the requisite rights, power and authority necessary to enter into this Agreement.
22. Any notice to be issued by a Party shall be in writing and shall be served by delivering it by way of personal delivery, through a nationally reputed courier, speed post, or electronic mail, in each case as follows:

Notices to JIOSTAR

Email: generalcounsel@jiostar.com

or any other person as may be notified by JIOSTAR in writing.

Notices to Client

Email: As mentioned in the Commercial Terms.

Notice shall be deemed given: (i) in the case of personal delivery, upon written acknowledgement of receipt by an officer or other duly authorised employee or representative of the receiving Party, (ii) in the case of mail with pre-paid postage or courier, within two (2) calendar days after dispatch, and (iii) in case of electronic mail to the email address stated above, upon the date and time the electronic mail is sent.

23. Notwithstanding anything otherwise contained in this Agreement, JIOSTAR shall not be precluded from pursuing its rights and remedies under law or in equity or under this Agreement or otherwise.
 24. The Client shall be responsible for all stamp duty payable (if any) on this Agreement.
 25. Rights and obligations under this Agreement, which by their nature should survive or are expressly so stated herein shall remain in full force and effect to the extent so specified, notwithstanding any expiry or termination of this Agreement. Without prejudice to the generality of the foregoing, the provisions related to ownership, representations, warranties, undertakings, indemnities, confidentiality, consequences of termination shall survive the termination. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable the remaining provisions of this Agreement shall not be affected by such determination, shall be binding upon the Parties and shall be enforceable in accordance with the terms thereto.
 26. No waiver by JIOSTAR of any breach of, delay or of non-compliance with, any condition or provision of this Agreement by the Client, shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
 27. The Agreement supersedes all prior understandings, if any, of the Parties hereto relating to the subject matter herein. Except as otherwise agreed under this Agreement, any amendments, changes or alterations to any of the terms of the Agreement will not take effect unless reduced to writing in a formal manner and executed or Accepted or accepted by way of an email by the authorized signatory of each Party.
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