

PROGRAMME AGREEMENT

This Programme Agreement is made in Mumbai on this _____ day of _____, 2013 (hereinafter "AGREEMENT"), by and between;

DIGITAL EMPOWERMENT FOUNDATION, an association formed under Societies Registration Act 1860, having its registered office at 3rd Floor, H NO.44, Kalu Sarai, New Delhi-110016, (hereinafter referred to as "DEF" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First Part; **AND**

VODAFONE INDIA LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Peninsula Corporate Park, Ganpatrao, Kadam Marg, Lower Parel (West), Mumbai-400013, Maharashtra (hereinafter referred to as the "Company" which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include its successors in business and permitted assigns) of the Second Part;

DEF and Company are hereinafter referred singly as "Party" and jointly as "Parties".

THE DECCAN MERCHANT CO-OP BANK LTD.
DADAR BR. ANSULIA BUILDING, FIRST FLOOR
BAMBAE ROAD, DADAR(WEST)
MUMBAI - 400 028
REGISTRATION NO. (C.A.1093)/01/10/705-09/110

भारत 24416 SPECIAL
129287 ADDRESSIVE
MAY 15 2013
भारत
R. 0000100/- PB6584
16:14
INDIA STAMP DUTY MAHARASHTRA

[Handwritten Signature]
Digital Empowerment Foundation
Authorised Signatory
New Delhi

WHEREAS

- A) The Company is in the business of telecommunication services and has represented to DEF their intent to be identified as supporter of the Programme and so offering the support amount & involvement activity identified under deliverables posted in this Agreement.
- B) DEF, which is a not for profit organisation, has institutionalized mBillionth Award & Manthan Award to help innovations and entrepreneurship to allow Information Communication Technologies (ICTs) to percolate and be used for benefiting common masses, and execute the entire process of mBillionth Award and Manthan Award on an annual basis ("the Programme").
- C) DEF has represented to the Company that it has the necessary infrastructure, manpower and set up for inter alia, to identify potential contestants, execution, management, co-ordination, producing, promoting, and organising of both the mBillionth Award & Manthan Award (hereinafter referred to as "**Program Meet**").

THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

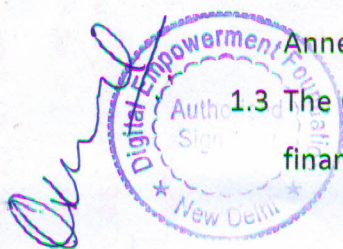
1. SCOPE

1.1 DEF shall conduct full process of the awards, promote, and organise the Programme titled mBillionth Award and Manthan Award in its full integrity and ethics and transparency.

1.2 DEF shall organize and conduct the Program Meet - Manthan Award from December 2012-Dec 2015 & mBillionth Award from July 2013- July 2015. DEF Scope of work in respect of the Event as is more specifically enumerated in

Annexure A herein.

1.3 The Company agrees to support the Programme also with the Program Meet and financially support DEF with INR 20 Lacs per year for organizing, conducting,



promoting, and mentoring the Innovators of the **Manthan south Asia & Asia Pacific Award** and provide the necessary assistance and Support in the manner as more specifically mentioned in Annexure B annexed hereto, subject to DEF complying with the terms stated in the AGREEMENT.

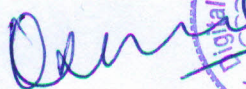

1.4 Additionally, the Company agrees to financially support DEF with **INR 30 Lacs per year** for organizing, conducting, promoting, and mentoring the Mobile Innovators of the **mBillionth south Asia Award** and provide the necessary assistance and Support in the manner as more specifically mentioned in Annexure B, subject to DEF complying with the terms stated in the AGREEMENT.

1.5 It is also declared that the Company would be the exclusive title partner vis-à-vis Telcos and internet service providers ("ISPs") are concerned for the Programme and the Program Meet.

2. RESPONSIBILITIES

a. DIGITAL EMPOWERMENT FOUNDATION

- (i) To organise, conduct, manage, and promote the awards
- (ii) To pay and bear all rent, rates, taxes and charges with respect to the Program Meet.
- (iii) To obtain all necessary licences and permissions as are required for the purpose of organising the Program Meet Award ceremony and Showcasing of the Awarded Innovators and mentoring the awardees.
- (iv) To acknowledge the Company's support as Co-Presenter during the entire span of the Program Meet implementation including in all the promotional, publicity materials for nomination, jury process, award ceremony, mentorship support and throughout web and Internet outlet.
- (v) DEF will coordinate and take necessary approval for the use of logos and names of the Company.
- (vi) DEF agrees to make all efforts to ensure that the awards program and its promotions are done to the best of its networks abilities. DEF also agrees to ensure that all efforts would be

made to maximize the participation in the nominations and run up to award processes.

- (vii) All creative across all platforms to be prior consent approved by the Company, which consent shall not be unreasonably withheld.
- (viii) With respect to the organising the Program Meet, DEF will ensure that it takes place in a venue which would be licensed to hold big gatherings from events perspectives.
- (ix) DEF shall return all the promotional material given for the award ceremony and Innovators showcasing.

b. VODAFONE INDIA LIMITED

- i) Subject to DEF complying with the terms stated in this AGREEMENT, Pay DEF the financial support as mentioned in clause 3. The Company acknowledges and agrees to make timely payment of financial support to DEF for the performance of the obligations and successful completion of the Program Meets.
- ii) Provide all the support as enumerated in Annexure B annexed hereto and co-operate with DEF for conducting the Progam Meets successfully and shall not undertake or do or omit to do any act in pursuance of this Agreement or otherwise, which would impede DEF in conducting the awards process successfully.
- iii) The Company shall be solely responsible for the required and necessary permissions, consents, approvals and licenses for providing the support enumerated in Annexure B
- iv) The Company shall provide DEF the necessary promotional material in the format, colour and context as required for the necessary meets and events pertaining to awards and its jury as mutually agreed between Parties.
- v) DEF shall be responsible for the creative, material and equipment for promotion, publicity of the Event as mutually agreed. All



material, creatives for such promotion and as required in conducting the entire awards processes shall be created and finalized by DEF and the Company shall provide the required assistance and co-operation for creating and finalizing such creatives and material.

- vi) The Parties shall ensure confidentiality of all the Information and shall ensure that there are proper encryption and security measures on the Website to prevent any hacking or misuse of the Information.

3. CONSIDERATION

- a) In regards to the AGREEMENT, the Company agrees to support DEF per year, a sum of Rs 50 Lac (Rupees Fifty Lac only) from 2013-2015 & a sum of 20 Lac (Rupees Twenty Lac only) for the Manthan Award 2012.
- b) The said supported amount shall be payable by the Company by way of a crossed cheque to DEF or such other modes as may be communicated by the Company from time to time.
- c) In case of not fulfilling the terms mentioned under Scope of work by DEF, this AGREEMENT will be terminated. In such case of termination, DEF will return to the Company (i) a fair and equitable portion of amount thereof taking into consideration any expenses which have been made specifically related to the Program Meet till the time of the termination of the Agreement. (ii) all products or other items which the Company provided to DEF as part of its obligations pursuant to this AGREEMENT will be returned as per AGREEMENT.

4. REPRESENTATIONS AND WARRANTIES

a) REPRESENTATIONS AND WARRANTIES BY Company

For the purposes of this AGREEMENT, the Company represents and warrants that:

- i. It has valid and subsisting licenses, authorizations, permissions, consents, approvals required under applicable laws or otherwise including all the




necessary rights and authorization for the use of Vodafone logo for providing its deliverables under this Agreement in relation to the Event. Further this representation is under no conflicting obligations to enter into this Agreement and to provide the support as mentioned under this Agreement.

- ii. The execution, delivery and performance of its supports under this AGREEMENT do not and will not contravene any law, regulation, order, judgment or decree applicable to it or conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets, any confidentiality, non-compete or similar or other obligations with any person or entity or party.
- iii. The Company has the right to assign all or any portion of its rights or obligations under this AGREEMENT to any of its Affiliates without the prior consent of DEF.
- iv. DEF shall not be liable for any delay or non-commissioning of the Event or part thereof due to any delay, postponement, cancellation of the Event and the Company agree not to make any claims or action directly or indirectly against DEF for any such delay or non-commissioning.
- v. There are no pending claims, actions, suits or proceedings against it or affecting any of its assets and there has been no event or occurrence which in each case, might reasonably be expected to have a material adverse effect on its ability to perform hereunder.

b) REPRESENTATIONS, COVENANTS AND WARRANTIES OF DEF:

For the purposes of this AGREEMENT, DEF represents and warrants that:

- a) It has the necessary rights, competence and power to execute, deliver and perform its obligations under the AGREEMENT and all necessary authorizations and other sanction has been taken to authorize such execution, delivery and performance.

It has valid and subsisting licenses, authorizations, permissions, consents, approvals required under applicable laws or otherwise and is under no conflicting obligations to enter into this Agreement.



- c) The execution, delivery and performance of its obligations under this AGREEMENT do not and will not contravene any law, regulation, order, judgment or decree applicable to it or conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.
- d) It's shall endeavour its best efforts to publish the advertisements, promos of its publications of events in accordance with this AGREEMENT subject to availability of space in publications.

5. INDEMNITY

- a) The Company hereby jointly and severally agree to indemnify and shall at all times hold DEF its directors, officers, employees, agents, consultants (each an "Indemnified Person"), harmless and indemnified at all times hereafter, from and against any loss, liabilities, claims, damages, costs or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defence) to which the Indemnified Person may be subjected, arising on account of and/or by reason of any obligations under this Agreement.
- b) DEF shall indemnify and shall at all times hold the Company, its directors, officers, employees (each an "Indemnified Person"), harmless and indemnified at all times hereafter, from and against any loss, liabilities, claims, damages, costs or expenses of any kind, including reasonable attorney's fees to which the Indemnified Person may be subjected, arising on account of and/or by reason of breach of the terms of this AGREEMENT or a breach of the representations, undertakings, covenants and warranties, non-performance of its Deliverable by DEF and/or any infringement of any third party rights including Intellectual Property Rights, or for any wilful misconduct, acts or omission, fraud, defamation, or any other claim whatsoever made under this Agreement except due to force majeure reasons.
- c) In the event of a claim, action or allegation for which indemnification is requested; the Indemnified Person will promptly notify the other in writing, of such action, claim or legal proceeding. Indemnifying Party agrees to provide opportunity to Indemnified Party to participate in any compromise, settlement




or resolution or disposition of such action, claim or suit. Subject to an agreement to maintain the confidentiality of records, papers or other information, Indemnifying Party agrees to make available to Indemnified Party any relevant records, papers or information and shall co-operate in such defence as reasonably required.

- d) Neither Party shall be liable to the other by indemnification or otherwise for any special, indirect, consequential or incidental loss or damage including loss of actual or anticipated revenue or profits or loss of business or goodwill.

6. TERM AND TERMINATION

6.1 Term

This AGREEMENT shall be in force from _____, 2012 (Effective Date) and will be valid for a period of ____ years up to _____, 2015 ("Term"). On expiry of the Term, the AGREEMENT may be renewed if mutually agreed to in writing by both parties on mutually acceptable terms and conditions.

6.2 Termination

- (i) Either Party may terminate the AGREEMENT upon happening of the following events:

(a) if the other Party has caused Material breach under this AGREEMENT and the breach remains uncured for a period of 15 days after notice of the breach without prejudice to any other rights and remedies available to non-defaulting Party under this Agreement or by law or in equity; or

(b) if the other Party suffers any insolvency proceeding, either voluntary or involuntary, or is adjudicated bankrupt or makes any assignment for the benefit of creditors (such termination will not relieve the Party in proceedings from liability for the performance of its obligations arising prior to such termination and will be in addition to all other rights and remedies the terminating Party may have available to it under this AGREEMENT or at law or in equity.

For the purposes of this clause, "Material breach" shall mean event in which either Party fails in any respect to perform or exercise or comply with any of its deliverables, warranties, rights and obligations respectively



or where either Party causes or may cause adverse effect upon the other Party's ability to fulfill the terms of this AGREEMENT.

6.3 Effects of Termination:

Termination of this AGREEMENT for any reason shall not release a Party hereto from any liability which, at the time of such termination, has already accrued to the other Party or which is attributable to a period prior to such termination, and will not preclude either Party from pursuing all rights and remedies it may have.

Upon termination of this AGREEMENT for any reason:

- i) DEF will as soon as practicable cease to include the Company's name and logo, etc, if any;
- ii) The Parties will mutually prepare and settle the accounts in terms of this AGREEMENT each Party shall promptly deliver to the other Party or otherwise dispose of in accordance with the other Party's directions copies of all documents, records and other property supplied by or on behalf of the other Party as may be in its possession;
- iii) DEF will ensure and promptly return all such material that were been handed over by the Company for the Program Meet.

The provisions of indemnity, Limitation of Liability and confidentiality shall survive the term and termination of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS:

- i. Subject to the conditions of this AGREEMENT and to the provisions of logo use, the Company grants to DEF a limited, non-exclusive, non-transferable, royalty-free right to use the Vodafone Trademarks during the Term of this Partnership (2013-2015), only for the limited purposes of advertising and promotion of the Program Meet.
- ii. The Company hereby grants to DEF a right to use it's logo for its use during the Program Meet and the promotion and publicity of the Program Meet as mentioned above. The Company can use the Program Meet footage for any



promotional purpose with the prior written consent of DEF.

- iii. DEF and the Company exclusively own and continue to retain all rights and title to their respective trade name/s, trade mark/s and logo/s and nothing contained herein is intended to assign or transfer to any Party, any rights or license to the use of the other Party's trade names/trademarks and logo/s. The Parties hereby covenant that while making use of other Party's trade name/s, trade mark/s and logo/s for the purposes of the Event, it shall safeguard and protect, other Party's rights in the same and shall not do any act or thing resulting in diluting, restricting or alienating said rights.
- iv. Each Party covenants to the other Party that the intellectual properties comprised in their deliverables for the purpose of or in relation to the Program Meet shall not infringe in any manner any copyright, patent, trade secret or other property or intellectual property rights of any third party in the performance of the AGREEMENT.

8. CONFIDENTIALITY

- i) The Parties understand that all information, data, communication etc. given by each other under this AGREEMENT is proprietary and shall be divulged only to those persons as are required to have access to such information and strictly on a need to know basis who are bound by the obligations of strict nondisclosure and limited use at least as stringent as those contained herein.
- ii) The Company understands the research and awards adjudication methodology adopted by DEF is proprietary and the Company at no point will transfer the knowledge of the same to any third party during the term of this AGREEMENT and one year thereafter. Any generic methodologies applicable for such events shall not form a part of any Confidentiality.

9. LIMITATION OF LIABILITY

9.1 DEF shall be responsible for any claim arising out of the broadcasting of the Event,



its content, display or publicity. However, any liability in respect thereof, arising out of a fraudulent or willfully negligent representation, undertaking or warranty made by the Company on which, DEF has in good faith relied on shall be the sole responsibility of the Company as the case may be.

9.2 Under no circumstances will a Party be liable for any indirect or consequential loss or damage, loss of profits, loss of sales or business, loss of contracts or customers, loss of goodwill, regardless of the cause or form of action and regardless of whether or not any of those could have been foreseen.

9.3 Under no circumstances will either Party be liable for any loss or failure to perform its obligations under this AGREEMENT due to circumstances of Force Majeure as detailed in clause 12.

9.4 Without limiting the operation of clauses 9.1 and 9.2, the limitation set out in clause will not apply to:

- i) Either Party's Indemnity obligations;
- ii) Party's liability for breach of its confidentiality obligations under clause 8;
- iii) death or personal injury caused by a Party's gross negligence or willful misconduct.
- iv) a Party's gross negligence or willful misconduct.

10. PRINCIPAL-TO-PRINCIPAL BASIS

It is hereby understood and agreed that this AGREEMENT is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other Party.




11. SEVERABILITY

If any provision of this AGREEMENT shall be found by any Court or Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this AGREEMENT and all provisions not affected by such invalidity or un-enforceability shall remain in full force and effect.

12. FORCE MAJEURE

Neither Party shall be liable for any failure to perform any of its obligations under this AGREEMENT if the performance is prevented, hindered, delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each Party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. For the purposes of this clause "Force Majeure" includes any event due to any cause beyond the reasonable control of the concerned Party including but not limited to cancellation of the Event, Formula One Race in India, unavailability of any communication system, sabotage, fire, flood, earthquake, explosion, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, act of Gods, actions of the Government/Judicial/Local Authority.

13. NOTICE

Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be given at the address first aforementioned, one month in advance, (or at such other changed address as notified by each Party to the other in writing) by following by Registered Post.

14. ENTIRE AGREEMENT

This AGREEMENT supersedes all oral and written representations and agreements between the parties including, but not limited to any earlier agreement relating to the subject matter hereof.



15. AMENDMENT

Either Party shall have the right to effect additions or alterations to the terms and conditions herein contained but no such addition or alteration shall be valid and binding unless signed by the authorised representatives of each of the Parties.

16. ARBITRATION


In the event that any dispute, difference, claim or question arises out of this AGREEMENT, the parties undertake to use all reasonable endeavours to resolve such disputes amicably. If the disputes and differences cannot be settled amicably within 30 days of the dispute arising then, all disputes and differences arising between the parties hereto in connection with this AGREEMENT or the interpretation hereof or anything done or omitted to be done pursuant hereto or the performance of this AGREEMENT shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act 1996 within 30 days. The venue of the Arbitration shall be Mumbai and the language of Arbitration shall be English.

17. GOVERNING LAW AND JURISDICTION

This AGREEMENT shall be governed by and construed in accordance with the laws of India. The Parties agree that this AGREEMENT shall be subject to the exclusive jurisdiction of Courts at Mumbai.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year written first hereinabove.

SIGNED AND DELIVERED by)
DIGITAL EMPOWERMENT FOUNDATION)
 By the within named _____)
OSAMA MANZAR)
 DIRECTOR

Osama Manzar


In the presence of)
) R Kanta
) RAVI KANTA
(Witness))

SIGNED AND DELIVERED by)
VODAFONE INDIA LIMITED)
By its)

in the presence of)
(Witness))

Annexure A

Scope of Work (SUPPORT BY DEF)

The following are the various roles and responsibilities of DEF under this AGREEMENT

▪ **Implementation & Execution for both Awards**

- Nomination Calling & Registration process for event;
- Promotion with different outreach & country partners;
- Organizing the Virtual Preliminary Jury & Grand Jury to finalize the nomination winners/finalists;
- Information & invitation to the target audience for main event;
- Organize main event (to facilitate winners/finalists) & arrange different interactive session during the event;
- All other administrative & Logistic arrangements;

▪ **Advertising & Promotion for Vodafone India [both for mBillionth Award & Manthan Award]**

- In newspaper and other media advertisements including any print, online or any other media advertisement, the Vodafone India would be recognized as 'Lead presenter' in the case of mBillionth Award and as a 'Principal Partner' in the case of Manthan Award;
- Logo of Vodafone India: logos would be a part of all the print collaterals, advertisements and streams of outreach and media releases including campaigns and Ads;
- Regular Banner space in all email newsletters for entire year which will be sent to more than 50,000+ subscribers across India and South Asia & Asia Pacific;
- Special Display in the event area during the mBillionth Award & Manthan Award carrying selective message of Vodafone India;
- Vodafone India collateral & other items will be distributed in kit bag of the event. (if provided by Vodafone India);

➤ **Exposure in Award Summit, Conference, Exposition & Gala**

- Logo on Lanyards in Manthan Award South Asia & Asia Pacific 2012;
- Logo on badges in mBillionth Award for next 3 years;
- Senior Leadership Person to represent in the Grand Jury panel of mBillionth Award & Manthan Award;
- Logo on Stage backdrop as a lead PRESENTER in mBillionth Award & as a PRINCIPAL PARTNER in /Manthan Award, throughout main event and in all the sessions;
- The inaugural session panel will include a senior speaker from Vodafone India like CEO/MD/COO;
- The Award Gala would have at least two Guests of Honor from Vodafone India or dignitaries suggested by Vodafone India – also to present award and saying a few words;
- One/Two representative from Vodafone India will be invited as co-chair/Moderator for any one sessions of Manthan Award;
- Two representative from Vodafone India will be invited as co-chair/Moderator for any two session of mBillionth Award;
- DEF will provide Vodafone India an exclusive showcase pavilion to showcase Vodafone India initiatives minimum up to 16 Sqr. Meter in mBillionth Award;
- DEF will provide Vodafone India an exclusive showcase pavilion of 8/16 Sqr. Meter in Manthan Award;

[Handwritten Signature]



- Wider Representation from Vodafone India – Free registration entry for "6-10" persons from Vodafone India during the gala event and all other related events in July & December of every year. (Month might change with a prior notification.)
- 2 Standees placed at key locations across the event in mBillionth event as well as Manthan Award event [standee design to be provided by Vodafone India];


▪ **Publications**

- Vodafone India Feature in mBillionth award & Manthan Award book to be widely circulated, as many as 2000 during and post event.
- All media releases would be coordinated and jointly released with Vodafone India recognizing them with the aforesaid partnership in both events;
- Editorial space through visionary write-up in the Award book. It is to be noted that the Award book is published like a regular best practices book with ISBN number to be made available at various online book shops and also distributed through regular book distributors

➤ **Others**

- Support of information outreach & new initiatives promotion to the database of 4000+ best ICT & mobile-telecom practices;
- All the year round promotion on Social Media tools like LinkedIn, Facebook and Twitter;
- Constantly work together to mix and match mutual interest in various initiatives of DEF in the next three years;

[Handwritten Signature]



ANNEXURE "B"**Monetary SUPPORT BY COMPANY (supporter)**

Vodafone India will provide primarily financial support under the agreed terms till 2015, stipulated for each of the initiatives as following:

- mBillionth South Asia Award: Financial contribution of INR 30,00,000 support per year from 2013 to 2015;
- Manthan South Asia & Asia Pacific Award: Financial contribution of INR 20,00,000 per year from 2012 to 2015;