

## SCHEDULE – III

### COMMERCIAL CONDITIONS

#### 1. PROCESS FOR Bundle Sale:

BSNL will supply the SIM cards from the circle office at the start of the month from the designated BSNL representative at the circle office to the RDSs of Nokia.

On receiving the SIM cards, RDSs will bundle the SIM with the set and prepare a list of retailers and number of SIMs given. This list will be given to the Designated Nodal Authority in the circle.

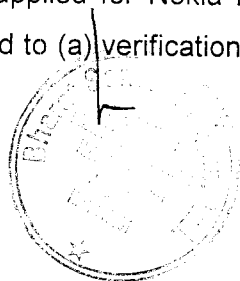
The Sancharsoft Nodal Officer at the circle office will verify, if the list of retailers provided by M/s NOKIA are already present in Sancharsoft. If not, he/she will update the database by entering the new retailer information and assign the same to a franchisee according to the area in which the retailer is located.

Sancharsoft Nodal officer will internally inform its SSA Sales Head about the update who in turn will issue instructions to the franchisee manager of the SSA about the new addition into the retailer network.

The updated beat-plan will ensure that the CAF forms for the bundled sales are collected by BSNL franchise manager from the retailer at regular intervals and the same is submitted in the BSNL office.

BSNL shall ensure that the total time after the retailer list is received from M/s NOKIA to the change in the beat-plan of corresponding FOS should take not more than eight working days.

BSNL shall be solely responsible for the quality of the BSNL GSM Starter Packs used for the purpose of this agreement and Mobile Services, and Nokia shall not in any manner be responsible or liable for any issue whatsoever arising out of or in connection with the BSNL GSM Starter Packs supplied for Nokia BSNL Reverse Bundle Offer/s” under this Agreement including but not limited to (a) verification of subscribers required to comply by BSNL in terms



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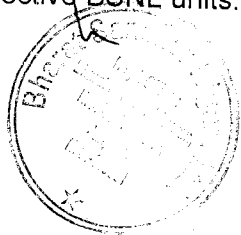
of DOT circular no. 800 -04/2003- VAS (Vol. II)/104 dated 22nd November 2006 on subscriber verification issued to all CMTS and UAS Licensees, which categorically states that " Licensee shall ensure that the authorized person at the point of sale shall record in the application form prescribed that he has seen the subscriber and verified his documents with the original, the connections are activated only after the requirements of filling up of customer acquisition form and copies of documentary proof as per requirement have been fulfilled by customer, for this purpose, the licensee company's authorized representative ( who is directly accountable to licensee company) shall verify that all documentary requirement has been completed before activating the SIM card and pre-activated SIM cards are not sold in the market("BSNL's Subscriber Verification"); or (b) for any activation and post activation/subscription services;. or (c) any taxation issues arising out of or in connection with BSNL GSM Starter Packs. In the event Nokia is involved in any civil or criminal proceedings pertaining to verification of subscribers for BSNL GSM Starter Packs supplied under Nokia-BSNL Reverse Bundle Offer/s as per this Agreement, BSNL shall take all steps to resolve the said issue to avoid any adverse consequences for Nokia.

## 2. Channel Commission

BSNL believes that attractive offers and commissions need to be paid to the retailers selling the bundled SIM in order to push the sales of BSNL bundle as against other bundles available in the market. In view of being competitive, it has been decided by the BSNL competent authority to provide commission on not only CAF submission but also on the SIM activation even though the SIM has been given for free to the retailer as a part of the bundle Offer. The process for routing the commission by BSNL to the retailer would be defined from time to time by BSNL.

## 3. BUNDLED MOBILE HANDSETS

Nokia shall through its RDSs provide Mobile Handset bundling on the models offered by them and accepted by BSNL which is as per Annexure-I. In case NOKIA wants to introduce more handsets, in addition to the handsets initially offered, then same may be done with the concurrence of respective BSNL units.



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#### 4. OUTLETS FOR BUNDLED HANDSETS

NOKIA will sell the Mobile bundled handsets at its own cost through their Distribution Network. Prospective subscribers can approach nearest Haats/Customer Service Centres/QCSC of BSNL or contact centre of BSNL for information on the handsets. A designated customer service executive at each of the these centres will be trained and made conversant with this Offer, who will in turn give the required information to customers and direct them to the nearest dealer/distributor outlet.

4.1 BSNL will also provide the required support to representatives of NOKIA for any demonstration of the bundled offer and also in putting up 'In Shop Publicity Material' and facilitate promotional activities.

4.2 Adequate publicity may be provided for all those retail outlets of NOKIA where bundled handsets will be available for public.

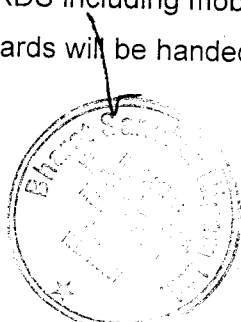
4.3 Public may be specifically informed in the joint marketing/media campaigns or individual marketing campaigns or other wise that they have to submit their application form along with necessary documents to these retail outlets for getting BSNL connections along with bundled handsets under this Offer.

The nodal officer in BSNL, i.e. the DGM (Commercial) GSM shall from time to time provide necessary updates on handset bundling scheme including the details of Handset models and details of outlets of NOKIA to the respective Call Center and BSNL/Nokia Website.

#### 5. SUPPLY OF BSNL MOBILE SIM CARDS FOR BUNDLING

NOKIA will provide projections of required number of BSNL Mobile SIM cards to DGM (Commercial) GSM, who will arrange to supply the required SIM cards to the nodal agencies of NOKIA RDSs for the purpose of bundling. The DGM (Commercial) GSM shall maintain complete record of such BSNL Mobile SIM cards issued to the designated persons of NOKIA RDS including mobile number, SIM no., status of activation, etc. Such BSNL Mobile SIM cards will be handed over under receipt and recorded.

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- 5.1 Nokia shall issue necessary instructions to its RDSs to facilitate periodic reconciliation/audit of BSNL Mobile SIM Cards issued to retailers.
- 5.2 BSNL shall extend an incentive at its discretion to the retailers for the services (i.e. receiving the CAF and necessary documents from customers & entering the SIM particulars etc. with verification and handing over the same to the BSNL representative) BSNL.

## 6. AFTER SALES SERVICE

After sales service of the Mobile Handsets provided under this Offer shall be through the service outlets of NOKIA,. Any customer approaching Sanchar BSNL for repair/servicing of the Reverse Bundled Handsets shall be directed to a convenient NOKIA service outlet. BSNL shall neither accept any such handsets nor take responsibility for getting them serviced.

## 7. MARKETING AND PROMOTION

Marketing and promotional activities will be carried out jointly and individually by BSNL and NOKIA. The Marketing units of BSNL shall undertake such initiative jointly with NOKIA marketing unit.

## 8. RIGHTS AND OBLIGATIONS OF THE PARTIES

### A. RIGHTS AND OBLIGATIONS OF NOKIA

- a) The delivery of the Handsets to the Nokia RDSs on time shall be the responsibility of Nokia. All costs, expenses incurred in this regard shall be borne by Nokia; BSNL shall not be liable for the payment of any such amount. The RDSs shall then be responsible to deliver the Reverse Bundle Handsets to the Retail Market.



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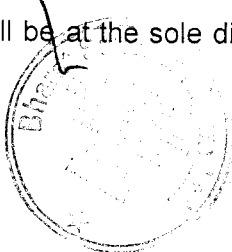
b) NOKIA will offer Handsets to be sold under the Nokia-BSNL Reverse Bundle Offer/s to the distribution channel of BSNL as per the provisions of clause 1.1 , schedule II of this agreement.

c) Nokia shall ensure that all applicable taxes are paid with respect to the Handsets, before distributing the Handsets for reverse bundling. Nokia shall also be solely responsible for any issues pertaining to the Handsets including but not limited to technical, non technical, Customs duty, Excise Duty, Octroi, Sales Tax, Freight charges, Shipment charges, Courier Charges, Insurance, or any other local/state/central levies, mishandling expenses etc. Nokia shall ensure that good quality Handsets, which have passed all standard quality checks and parameters, are distributed for the purpose of this Agreement. Further any damaged Handset shall be replaced by Nokia in accordance with its standard warranty policy. Nokia shall be solely responsible for the personal safety issues related to the Handsets and in case of any civil or criminal proceedings against BSNL pertaining to such matters Nokia shall take all necessary steps to resolve the said issue to avoid any adverse consequences for BSNL. Similarly BSNL shall ensure that all applicable taxes are paid with respect to the BSNL GSM Starter Packs, before distributing the same for reverse bundling. Further BSNL shall also be solely responsible for any issues pertaining to the BSNL GSM Starter Packs including but not limited to technical, non technical, Customs duty, Excise Duty, Octroi, Sales Tax, Freight charges, Shipment charges, Courier Charges, Insurance, or any other local/state/central levies, mishandling expenses etc. BSNL shall also ensure that good quality BSNL GSM Starter Packs, which have passed all standard quality checks and parameters, are distributed for the purpose of this Agreement. Further any damaged BSNL GSM Starter Packs shall be replaced by BSNL in accordance with its standard warranty policy.

d) Nokia shall provide the Customers with after sales services, with respect to the bundled Handset/s , during their applicable warranty period.

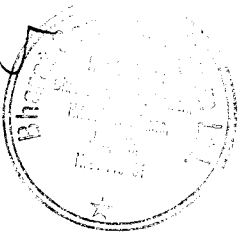
## B. RIGHTS AND OBLIGATIONS OF BSNL

a) It is clearly understood between the Parties that activation of the Mobile Services and the BSNL GSM Starter Pack shall be at the sole discretion of BSNL and shall be governed by



the standard terms and conditions mentioned in the Customer Application Form for such Mobile Services and/or any other form/ document that BSNL may prescribe from time to time .In case of non-fulfillment of formalities or in case the Customer furnishes inaccurate/wrong information BSNL reserves its right to not to activate and/or disconnect as the case may be its mobile services forthwith .

- b) BSNL shall provide the required number of BSNL GSM SIMs as may be required by Nokia, from time to time for performance of its part of obligations under this Agreement. The detailed procedure for allotment of SIMs/Starter Pack (through BSNL channel) shall be mutually agreed by the Parties and shall be circulated by BSNL under intimation to Nokia.
  
- c) BSNL shall have the right to visit and conduct audits at the various Nokia RDSs and the Retail Market outlets only in relation to or for purposes connected with this Agreement. However, for such purpose BSNL shall give an advance notice either to Nokia or its RDSs at least 48 (Forty Eight) hours in advance.
  
- d) On a periodic basis BSNL shall provide Nokia with such reports regarding the Offer as may be mutually agreed upon between the Parties hereto.
  
- e) BSNL will discuss with Nokia on a periodic (monthly) basis volumes of BSNL GSM Starter Packs that have been activated Circle wise under this offer as per this Agreement for the purpose of joint review of the overall arrangement in terms of this Agreement.
  
- f) BSNL shall provide to the Customers with applicable after sales services, with respect to the BSNL GSM Starter Packs during their respective warranty period.
  
- g) BSNL will extend upfront and deferred benefit to the customers who purchase the Reverse Bundled Handsets. The benefit will be mutually agreed between both the Parties from time to time depending upon handset price, prevailing market conditions, available tariff plan etc.



Per Nokia, India, The representative

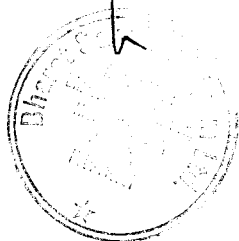
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## SCHEDULE IV

### DEFINITIONS

For the purposes of this Agreement the following words and phrases shall bear the meanings respectively thereunto ascribed, unless otherwise specified

1. "Reverse Bundle Mobile Handset" shall mean and refer to the Mobile Handset packed with BSNL's Mobile SIM card.
2. "Mobile Handset" means the mobile handsets of Nokia including any software applications forming part of such mobile handsets as provided in this Offer and as may be added / deleted as per the terms of this Agreement from time to time.
3. "Customer(s)" shall mean all customers who purchase the Reverse Bundle Mobile Handset under this Offer and use the BSNL services.
4. ' Mobile Services' shall mean mobile telecommunication services including but not limited to post activation and subscription services and other value added services as provided by BSNL.
5. "BSNL GSM Starter Pack" shall mean a combo pack as offered by BSNL free of cost for the purpose of this agreement, consisting of BSNL SIM Card for GSM, booklet and other offer documents as will be in force from time to time.
6. Headings in this Agreement are for the convenience of reference only and shall not govern or affect the construction or interpretation of the text of the clauses of this Agreement. Any "Explanation" is to be treated as an integral part of this Agreement.
7. Words importing singular shall include the plural and vice versa, and the words importing the male gender shall also include for its purpose the female gender and vice versa.
8. The term "Party" shall refer to BSNL and Nokia individually, while collectively they shall be referred to as the "Parties".



BSNL (INDIA) PRIVATE LIMITED

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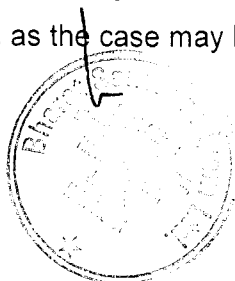
## Schedule V

### Format of Non Disclosure Agreement

This Agreement is made as of the 16<sup>th</sup> November 2009 between Bharat Sanchar Nigam Limited (BSNL) a Government of India Enterprise, having its Registered Office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, new Delhi - 110001 hereinafter called BSNL which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and Nokia India Private Limited a company incorporated under the Indian Companies Act, 1956, and having its registered office at 2nd Floor, Commercial Plaza, Radisson Complex, National Highway No. 8, Mahipalpur, New Delhi 110037, India herein after called "Nokia" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns. Whereas in order to pursue the mutual business purpose of this particular project relating to "Nokia BSNL Reverse Bundle Offer" (the "Business Purpose"), BSNL and Nokia India Private Limited recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if



NOKIA INDIA PRIVATE LIMITED

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not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty(30) days of the initial disclosure.

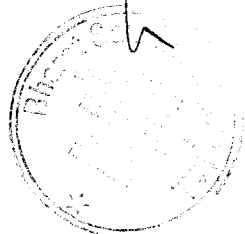
2. Nokia and BSNL hereby agreed at during the Confidentiality Period:
  - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
  - b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
  - a) Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
  - b) Has become generally available to the public without breach of confidentiality Obligations of the receiving party; or
  - c) Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or  
is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice



of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or is disclosed with the prior consent of the disclosing party; or was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not

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make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.

8. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

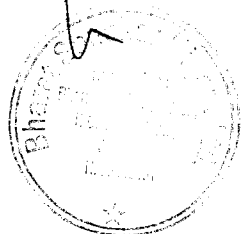
Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. The place of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator. The sole arbitrator shall be appointed as per provisions of the Arbitration and Conciliation Act, 1996.

The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, nothing herein prevents the disclosing party from applying to the courts of any

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ARBITRATION AND CONCILIATION ACT, 1996

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Arbitrator

country for injunctive or other equitable relief to prevent or curtail any breach of this Agreement by the receiving party.

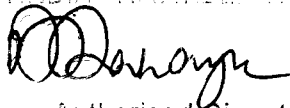
This Agreement constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

This Agreement will remain in effect for two years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

NOKIA INDIA PRIVATE LIMITED

Signature:



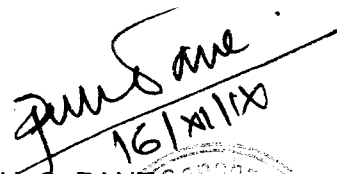
Authorized Signatory

Printed Name: AMBRISH BAKAYA

Title: DIRECTOR

BHARAT SANCHAR NIGAM LIMITED

Signature:

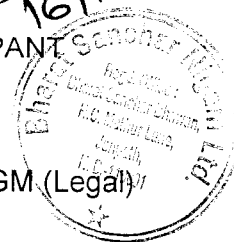


Printed Name:

H. C. PANT

Title:

CS & GM (Legal)

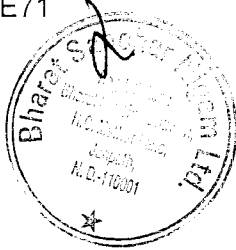


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## Annexure I

List of Handset models initially offered.

1. 1202
2. 1203
3. 1209
4. 1661
5. 1662
6. 2323
7. 2330C
8. 2600
9. 2626
10. 2700
11. 5030
12. 5130
13. 7210
14. E63
15. N79
16. 5800XM
17. N97
18. N97 mini
19. N86
20. E71



FOR NOKIA INDIA PRIVATE LIMITED

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