

BRAZIL IMPLEMENTATION TEAM PARTICIPATION AGREEMENT

This Implementation Team Participation Agreement (“*Agreement*”) is entered into as of _____, 20____ (the “*Effective Date*”) by and between Advanced Television Systems Committee, Inc. (“*ATSC*”) and [insert organization name]_____ (“*The Company*”) (The Company and ATSC each a “*Party*” and together the “*Parties*”).

RECITALS

1. In accordance with the ATSC bylaws, ATSC has created the “Brazil Implementation Team” in an effort to provide a venue for discussions of issues relating to implementation of emerging standards in the advanced terrestrial broadcast systems industry;
2. The Company currently offers, or intends to offer, services, products or other efforts relating to or in support of implementation of standards to be considered by the Brazil Implementation Team and wishes to participate in discussions, exchange information and engage in other activities relating to the implementation of such standards; and
3. The Parties wish to enter into this Agreement in order to set forth the terms under which The Company will contribute to the implementation of advanced terrestrial broadcast systems industry standards.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which each of the Parties hereby acknowledges, the Parties agree as follows:

1. GENERAL

1.1 Purpose. The Parties enter into this Agreement for the purpose of setting forth the terms under which The Company will become a member of the Brazil Implementation Team (the “*Team*”), which shall be comprised of those certain third parties who have signed, or from time to time may sign, an Implementation Team Participation Agreement substantially in the form of this Agreement (individually a “*Team Member*” and collectively the “*Team Members*”). This Agreement shall control the manner and means by which The Company will contribute to the Team in an effort to implement advanced terrestrial broadcast systems, specifically tailored for the Brazilian marketplace.

2. ADMINISTRATION

2.1 New Team Members. ATSC will review, evaluate and act upon requests submitted by persons or organizations seeking participation in the Team. ATSC will enter into an Implementation Team Participation Agreement similar to this Agreement with each person or organization accepted to join the Team. No action or approval is required by The Company, or any Team Members, for the addition of new Team Members pursuant to this section. ATSC shall notify Team Members in a timely manner, regarding the inclusion of new Team Members.

2.2 Exchange of Information. From time to time, the Parties will provide each other and Team Members with technical, business or other information as such Party may reasonably deem necessary or appropriate to perform the purposes of this Agreement and further the goals of the Team.

3. THE COMPANY RESPONSIBILITIES

3.1 Participation in Team Activities. The Company shall engage in the efforts of the Team in good faith for the purpose of furthering the goals set forth by the Team.

3.2 Compliance with Law and ATSC Policies. All interactions between and among The Company, ATSC and/or any other Team Members shall comply with the policies of ATSC, this Agreement and all applicable laws and regulations (including, without limitation, all applicable antitrust and competition laws).

3.3 Fees. The Company shall pay an annual fee for participation in the Team, as follows: (i) if The Company is a member of ATSC, \$1,000; or (ii) if The Company is not a member of ATSC, \$3,000 (as applicable, the “*Base Annual Fee*”), pro-rated quarterly. The Base Annual Fee may be adjusted from time to time as authorized by the Team. In addition to the Base Annual Fee, The Company shall contribute additional fees charged by ATSC for specific activities as authorized by the Team. If The Company does not pay any fees within thirty (30) days of invoice, The Company shall be prohibited from participating in any Team activities until all participation fees are paid.

3.4 Responsibility for Acts and Omissions of Team Members’ Individuals. The Company will be responsible for its acts and omissions and those of its employees, consultants, staff, agents and all other individuals acting on its behalf to the extent such acts or omissions relate to the activities of the Team.

4. ATSC RESPONSIBILITIES

4.1 Agreements. ATSC will require that all persons or organizations wishing to engage in the activities of the Team enter into an agreement substantially similar to this Agreement prior to being granted the rights and benefits comparable to those of The Company hereunder.

4.2 Enforcement. ATSC agrees to enforce ATSC policies as they pertain to The Company and all other Team Members as ATSC may deem appropriate.

4.3 Notification of Changes to ATSC Policies. ATSC shall notify The Company of any material change to ATSC’s policies affecting the Team not less than thirty (30) days prior to any such change. Such policy changes shall be made in ATSC’s sole discretion and shall not be considered an “amendment” for purposes of Section 8.5 of this Agreement.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information Defined. As used herein, “*Confidential Information*” includes: (a) all designs, drawings, procedures, trade secrets or intellectual property of a Party or any of the Team Members; (b) all non-public financial or administrative information concerning The Company or any of the Team Members; (c) each Party’s and any Team Member’s proprietary, secret and confidential information, records, or other material regarding its business or operations (including, as applicable, its customers, suppliers, employees, vendors, products, methods, processes, systems, business or marketing plans, methods and strategies, pricing and costs); (d) all other non-public confidential and proprietary information, in each of clauses (a) through (c) to the extent marked as Confidential Information in accordance with Section 5.2C below, and (e) deliberations or ideas considered by the Team.

5.2 Confidentiality and Use of Confidential Information.

A. From time to time, the Parties or Team Members may elect to disclose or transmit to each other, Confidential Information as each Party deems appropriate for the sole and limited purpose of coordinating such activities as are necessary and proper to carry out the purposes of this Agreement and further the goals of the Team. Confidential Information may be disclosed to or transferred between the Parties orally or in writing or by any other appropriate means of communication. The Parties intend that no claim of work product privilege or other privilege be waived by reason of participation or cooperation in the Team.

B. The Company agrees that all Confidential Information received from or on behalf of ATSC or any of the Team Members, or from any consultant jointly retained by the Parties or Team Members, shall be held in strict confidence by The Company and by all persons to whom such Confidential Information is revealed by the Team Member, and shall not be disclosed to any person other than ATSC or any of the Team Members and that such Confidential Information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Agreement and further the goals of the Team. No party shall acquire any right, license or title with respect to any Confidential Information disclosed by any other party by reason of participation or cooperation in the Team.

C. Confidential Information that is exchanged in written or in document form and is intended to be kept confidential shall be marked "Confidential" or with a similar legend applied by Team Member. If such information becomes the subject of an administrative or judicial order requiring disclosure of such information by the Team Member, where the information will be unprotected by confidentiality obligations, The Company may satisfy its confidentiality obligations hereunder by notifying the disclosing Party or the disclosing Team Members (unless such notice is legally prohibited) and by giving such Team Member an opportunity to protect the confidentiality of the information.

D. The confidentiality obligations under this Section shall remain in full force and effect for a period of 7 years following the expiration or early termination of this Agreement. Notwithstanding anything to the contrary, the provisions of this Section 5 shall not apply to information which: (a) is or becomes known publicly through no fault of the Team Member; (b) is learned by The Company from a third party, other than one or more of the Team Members, entitled to disclose it; (c) is already known to the receiving Party before receipt from the disclosing Party; or (d) is independently developed by the receiving Party, as evidenced by the receiving Party's written records.

E. In the event this Agreement is terminated, upon request by a Party, the other Party shall return all documents or physical materials to the originating Party or originating Team Members and to the extent practical, shall expunge electronically stored Confidential Information received from the other Party or any of the Team Members, and each Party shall remain obligated to preserve the confidentiality of all Confidential Information received or disclosed pursuant to this Agreement.

F. Notwithstanding anything to the contrary herein, ATSC may share Confidential Information with any of the Team Members for purposes of furthering the goals of the Team.

6. WARRANTIES; LIMITATION OF LIABILITY

6.1 No Consequential or Special Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY TEAM MEMBER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF EQUIPMENT USE, OR LOSS OF DATA OR INFORMATION OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Equitable Remedies. In the event of a breach, or threatened breach, by either Party of any of its obligations under Section 5 above, the damages resulting therein would be difficult to ascertain but would result in irreparable loss to the non-breaching/non-threatening Party. Accordingly, the non-breaching/non-threatening Party will be entitled to seek equitable relief to prevent such a breach without the necessity of proving actual damages or posting bond or other security. Such equitable relief is in addition to any other rights or remedies available to such non-breaching/non-threatening Party.

7. TERM AND TERMINATION

7.1 Term. This Agreement will commence on the Effective Date and remain in effect until terminated pursuant to any provision of Section 7.2 below. Notwithstanding anything to the contrary, and subject to the terms of Subsection 5.2(D) above, the confidentiality provisions of Section 5 shall remain in force for a period of 7 years.

7.2 Termination. This Agreement may be terminated as follows:

A. **By ATSC.** ATSC may terminate this Agreement immediately upon written notice to Team Member: (i) in the event that The Company fails to remit to ATSC any payment described in Section 3.3 within thirty (30) days of invoice from ATSC, or (ii) in the event that ATSC declares that the Team's activities have ceased.

B. **By The Company.** The Company may cease participation in the Team at any time by delivering written notice thereof to ATSC.

8. MISCELLANEOUS PROVISIONS

8.1 Venue; Governing Law. This Agreement will be governed by and construed in accordance with the laws of the District of Columbia without regard to the conflicts of laws' provisions thereof.

8.2 FCPA Contractual Representation. The Parties shall, and shall ensure that any directors, officers, or employees of the Parties, and any third-party agents or contractors acting on behalf of the Parties shall, comply with the United States Foreign Corrupt Practices Act (including as it may be amended) (the "FCPA"), and any analogous laws or regulations concerning bribery and corruption (public and private) existing in any other country or region in connection with its performance under this Agreement (collectively with the FCPA, "Anti-Corruption Laws"). The Parties will not make any payment, either directly or indirectly, of money or any other thing of value, including but not limited to compensation derived from the Agreement, to any political party or any official or employee thereof, any campaign official, any candidate for political office, any official or employee of a government entity (including

government-owned or -controlled businesses and institutions) or public international organization, or any other person or entity connected to any government entity or acting on behalf of any of the foregoing, that would constitute a violation of any law, rule or regulation, including any Anti-Corruption Laws.

8.3 No Third-Party Beneficiary. Except as expressly provided, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

8.4 Notices. All notices required or permitted to be given under this Agreement will be in writing, and may be given (i) by personal delivery; (ii) by prepaid certified or registered U.S. mail; (iii) by reputable commercial overnight courier service with tracking capabilities; (iv) by facsimile; or (v) by email if receipt of email is confirmed within forty-eight (48) hours.

If to ATSC:

Attention: Madeleine Noland
1776 K Street NW 8th Floor
Washington, DC 20006-2304
Facsimile: 202-872-9161

If to The Company:

8.5 Assignment. The Company may not assign or transfer any rights, obligations or benefits under this Agreement without the prior written consent of ATSC. Except as otherwise provided herein, this Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

8.6 Amendment. This Agreement may not be changed except by written amendment signed by duly authorized representatives of both Parties.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all other prior and contemporaneous agreements, understandings and commitments between ATSC and The Company with respect to the subject matter hereof.

8.8 Severability. If any term or condition of this Agreement is to any extent held invalid, unenforceable or in violation of any law, the remainder of this Agreement will not be affected thereby and shall remain in full force and effect.

8.9 Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein may in no way be held to explain, modify, amplify or aid in the interpretation or construction of meaning of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto enter into this Implementation Team Participation Agreement as of the Effective Date.

**ADVANCED TELEVISION SYSTEMS
COMMITTEE, INC.**

[THE COMPANY]

Name: Madeleine Noland

Name: _____

Title: President

Title: _____