

**REFERENCE INTERCONNECT OFFER OF AZALIA BROADCAST PRIVATE LIMITED
[FOR ANALOGUE]**

FOR _____ OFFICE USE ONLY

Agreement No: SA _____

SALES PERSON _____

CUSTOMER REFERENCE NO. _____

Affix passport-size photograph of the authorized signatory & sign on the same such that half the signature is on the page and other half is on the photograph.

This Subscription Agreement ("**Agreement**") is executed by and between:

Azalia Broadcast Private Ltd. a company incorporated under the Companies Act, 1956, having its registered office at 401,4th floor ,INFINITI mall, Link Road, Oshiwara, Andheri (west)-400 053 (hereinafter referred to as "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns),; and

Affiliate

M/s):

Affiliate's Status: ☐ Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ Other

Name _____ of _____ Authorized _____ Signatory _____ (Mr./Ms.):

Correspondence

Address:

Land Mark: _____ Village: _____ City / Taluka:

District: _____ State: _____ PIN:

Tel. No.: _____ Mobile No.: _____ Fax No.:

E-mail ID: _____ Cable TV/P&T Regd. No:

PAN No.: _____

Installation

Address:

Land Mark: _____ Village: _____ City / Taluka:

_____ & _____ [1]

BIG RTL Broadcast Private Limited

Affiliate

District: _____ State: _____ PIN: _____

Tel. No.: _____ Mobile No.: _____ Fax No.: _____

Contact _____ Person: _____

Affiliate Location: Main City ☐ / Outside City ☐ / Rural Area ☐

[hereinafter referred to as “Affiliate”, which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company; and karta and coparcenors in the case of a Hindu Undivided Family (“HUF”).]

Broadcaster and Affiliate are hereinafter individually and collectively referred to as “Party” and “Parties” respectively.

WHEREAS:

- A. Broadcaster is the owner/Licensee of the Channels and is authorized to retransmit signals of the Channels in the Territory, .
- B. The Affiliate is authorized under the Cable Television Network (Regulation) Act, 1995 to receive signals of satellite television channels directly from satellites and retransmit such signals through Cable Television Networks in the Areas.
- C. The Affiliate is desirous to receive and retransmit signals of the Subscribed Channels through its Distribution System to the Subscribers in the Areas with effect from the Effective Date and in this regard has approached Broadcaster.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: -

1. DEFINITION:

In this Agreement, unless the context otherwise requires, the below mentioned expressions shall have such respective meaning as has been assigned to them. In addition, there are other defined expressions in the body of the Agreement which shall have such respective meaning as has been assigned to them.

- (a) “**Applicable Laws**” means law, regulation, direction, notification or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the Telecom Regulatory Authority of India (“**TRAI**”) and the Ministry of Information & Broadcasting (“**MIB**”).

- (b) **“Areas”** means such areas within the Territory as specified in **Annexure B** to this Agreement.
- (c) **“Channels”** means the linear feed of the satellite television channels listed in **Annexure A** to this Agreement.
- (d) **“Cable Service”** means the transmission by cables of programmes including re-transmission by cables of any satellite television signals.
- (e) **“Cable Television Networks”** means systems consisting of set of closed transmission paths and associated signal generation, control and distribution equipment designed to provide Cable Service for reception by multiple subscribers.
- (f) **“Commercial Subscriber”** means any subscriber who receives the Cable Service and uses signals of the Cable Service for the benefit of its clients, customers, members or any other class or group of persons having access to such place.
- (g) **“Distribution Systems”** shall mean the local ground/overhead analogue Cable Television Network owned, controlled and legally used by the Affiliate to distribute the satellite television channels in the Areas and includes the local ground/overhead analogue Cable Television Network owned, controlled and legally used by the Local Cable Operators, which the Affiliate represents are connected to the Affiliate as on the date of execution of the Agreement and shall get signals of the Subscribed Channels from the Affiliate and specifically excludes distribution of satellite television channels through any other means including Digital (Non-Addressable) Analogue (Hybrid Networks).
- (h) **“Effective Date”** shall mean the date mentioned in **Annexure C** attached hereto.
- (i) **“Equipment”** means equipment comprising of digital satellite receivers/integrated receiver decoder, viewing cards and remotes (where applicable), which enables decryption of encrypted satellite television channels and includes the equipment listed in **Annexure D** attached to this Agreement.
- (j) **“Local Cable Operators”** means the local cable operators receiving signals of the satellite television channels from the Affiliate and retransmitting the same through its Cable Television Network to the Subscribers, the details of whom are provided by the Affiliate to Broadcaster in terms of Clause 1(a) of **Annexure E**.
- (k) **“Subscriber”** means a subscriber who receives the Cable Service and uses the same for his domestic purposes only and specifically excludes Commercial Subscriber. For the sake of clarity, each television connection in a private residential household or private residential multi-dwelling unit receiving the Subscribed Channels from the Affiliate (either directly or through the Local Cable Operator) through the Distribution System shall be treated as a Subscriber.
- (l) **“Subscriber Base”** means the number of subscribers receiving the Subscribed Channels either directly or indirectly (through Local Cable Operators) as declared by the Affiliate to the Broadcaster.

- (m) **"Subscribed Channels"** means the channels and/or the bouquet of channels from amongst the Channels subscribed by the Affiliate as are specifically identified by the Affiliate by assigning tick marks (✓) against such channels and/or bouquets listed in **Annexure C-1** and **Annexure C-2**, respectively, of this Agreement.
- (n) **"Subscription Fees"** means the monthly subscription fees for the Subscribed Channels, as specified in **Annexure C** to this Agreement, payable by the Affiliate to the Broadcaster.
- (o) **"Term"** means the period commencing from the Effective Date and expiring on _____, unless terminated earlier in accordance with the provisions of the Agreement.
- (p) **"Territory"** means whole of India.

2. INTERPRETATION:

In the interpretation of the Agreement, unless the context requires otherwise:

- (a) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (b) The references to Annexure are references respectively to the annexure to this Agreement.
- (c) The reference to the singular includes reference to plural and vice versa.
- (d) The reference to any gender includes a reference to all other genders.
- (e) The term "including" shall mean "including without limitation".

3. NON-EXCLUSIVE RIGHT:

On the basis of the representations, warranties and undertakings given by the Affiliate, the Broadcaster hereby grants non-exclusive right from the Effective Date to the Affiliate to receive the signals of the Subscribed Channels directly from designated satellites and retransmit such signals in an uninterrupted form on a 24x7x365(6) basis through the Distribution Systems to the Subscribers in the Areas during the Term, subject to the Affiliate paying the Subscription Fees in the manner set forth in this Agreement and also complying with all other terms and conditions as set out in this Agreement. The Affiliate hereby accepts such grant of right and agrees and acknowledges to retransmit the signals of the Subscribed Channels through its Distribution System to the Subscribers (either directly or through the local cable operators) in the Areas during the Term (both to be done at Affiliate's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement. The Affiliate understands and agrees that mere possession of the Equipment of the Channels does not entitle the Affiliate to receive and/or distribute/retransmit the Channels. All distribution rights not specifically and expressly granted to the Affiliate under this Agreement are deemed to be specifically not granted, withheld and reserved by the Broadcaster, including, without limitation, transmission via Direct to Home (DTH) platforms, Head-end In The Sky (HITS) platforms, internet or mobile and/or through any non-linear platforms including PPV, NVOD, SVOD, VOD, personal computer, mobile telephony and/or any technology now available or which may become available in future. Further, the Affiliate hereby specifically understands and acknowledges that the Affiliate shall not have the right to upgrade the standard definition feed of the Subscribed Channels to high definition feed (by using

any technology now available or which may become available in future) at the time of re-transmitting the Subscribed Channels through its Distribution System.

4. AREAS:

- (a) The Affiliate (either directly or through the local cable operators) shall be entitled to retransmit signals of the Subscribed Channels to the Subscribers through the Distribution systems limited to the Areas. The Affiliate shall not provide signals of the Subscribed Channels to Subscribers beyond the Areas. Violation of this clause shall be a material breach of this Agreement and the Affiliate shall be deemed to be indulging in unauthorized retransmission of signals of the Subscribed Channels and the Broadcaster, shall have the right to terminate this Agreement and/or deactivate the signals of the Subscribed Channels to the Distribution Systems of the Affiliate, in addition to any other legal or equitable remedies available to it.
- (b) In the event the TRAI or the Central Government mandates that the signals of the Subscribed Channels shall be provided by the Affiliate to its Subscribers only through digital addressable systems (“DAS”) in any part of the Areas as specified in **Annexure B**, then the Affiliate shall enter into a separate agreement with the Broadcaster for such part of the Areas. However, nothing stated in this Agreement shall require the Broadcaster, to enter into such separate agreement with the Affiliate for DAS notified part of the Areas unless the Affiliate demonstrates to the satisfaction of the Broadcaster, that the Cable Television Network of the Affiliate operating in such part of the Areas complies with the licensing and technical requirements as prescribed under Applicable Law and all outstanding amounts towards Subscription Fees have been cleared by the Affiliate.

5. OBLIGATIONS OF THE AFFILIATE:

- (a) The Affiliate shall, at its own costs and expenses, receive signals of the Subscribed Channels from designated satellites and retransmit the same.
- (b) The Affiliate shall retransmit signals of the Subscribed Channels to the Subscribers in the Areas only through the Distribution Systems. The Affiliate shall be responsible, at its sole cost and expense, for obtaining all licenses and permits necessary for the foregoing.
- (c) The Affiliate shall collect fees from the Subscribers, either directly or through its Local Cable Operators, and pay the Subscription Fees to the Broadcaster for the Subscribed Channels, in a timely manner.
- (d) The Affiliate shall ensure retransmission of high quality signal of the Subscribed Channels to the Subscribers in the Areas.
- (e) The Affiliate shall furnish updated list of Local Cable Operators along with their Subscriber Base to the Broadcaster on a monthly basis in terms of Clause 12 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).

- (f) The Affiliate shall take all necessary action to prevent unauthorized access of the Subscribed Channels in the Areas and shall regularly provide to the Broadcaster with updated piracy reports.

6. SUBSCRIPTION FEES:

- (a) The Broadcaster shall raise monthly invoices towards the Subscription Fees (on behalf of the Broadcaster) for the concerned month on the Affiliate; the Affiliate shall within 7 (seven) days of receiving the invoice promptly pay to the Broadcaster the Subscription Fees, as detailed in **Annexure C** to this Agreement, together with applicable taxes. Any discounts or similar offerings made by the Affiliate to the Subscribers in respect of the Subscribed Channel(s) shall be at the sole cost and expense of the Affiliate.
- (b) It is understood between the Parties that non-receipt of dispatched invoices shall not relieve the Affiliate from its obligation to make the payments of the Subscription Fees in a timely manner. In the event the Affiliate does not receive the invoice for a particular English calendar month then the Affiliate shall promptly intimate the Broadcaster about the same and request for issuance of duplicate invoice. All such communication shall be mandatorily be addressed/marked to the attention of Chief Financial Officer of the Broadcaster.
- (c) All payments under the Agreement shall be paid free and clear of and shall not be reduced by any tax, levy or charge including but not limited to service tax (except for Indian withholding taxes as provided below). The service tax shall be extra and shall be borne entirely by the Affiliate. If under Indian tax laws, any payments from Affiliate are subject to Indian withholding taxes, affiliate shall (i) withhold the legally required amount from its payment in the name of the Broadcaster, (ii) remit such amount applicable to the Indian tax authority in the name of the Broadcaster within the prescribed due dates, and (iii) within the statutory period deliver all documents to the Broadcaster evidencing such statutory deductions in the name of the Broadcaster.
- (d) The Affiliate shall pay the Subscription Fees to the Broadcaster for a particular month on or before the end of the same month. The Affiliate shall be liable to pay interest @18% if the Affiliate fails to pay the Subscription Fees in a timely manner. Notwithstanding the foregoing, the Broadcaster, reserves the right to terminate the Agreement and disconnect/deactivate the signals of the Subscribed Channels upon non-payment of the Subscription Fees.
- (e) The Subscription Fees shall be paid by the Affiliate to the Broadcaster in Indian Rupees by demand draft/pay order/cheque ("**Instruments**") in favour of "**Azalia Broadcast Private Limited**", unless instructed otherwise in writing by the Broadcaster. No cash payments shall be made by the Affiliate towards Subscription Fees or any other dues whatsoever. However in the event an instrument issued by the Affiliate is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to the Broadcaster, under law, the Affiliate shall be liable to pay an amount of not less than Rs. 5,000/- for each of the dishonored, disapproved or rejected Instrument.

- (f) All payments collected by the Broadcaster from the Affiliate shall be on First In First Out (FIFO) basis. The Affiliate shall have no right to withhold or claim adjustment/set off Subscription Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against the Broadcaster, etc.).

7. REVISION OF RATES/SUBSCRIPTION FEES:

- (a) The Subscription Fees payable by the Affiliate to the Broadcaster, shall automatically be revised and **Annexure C** to this Agreement to that extent shall be deemed to be modified, varied, altered and amended if during the Term a revision of the A-la-carte Rates and/or Bouquet Rates ("Tariffs") of any Subscribed Channels is brought about pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi judicial or judicial authority and such revised Tariffs shall apply from the date such revision is notified by such authority.
- (b) The Broadcaster, reserves the right to revise the Subscription Fees if during the Term there is addition/deletion in the Subscribed Channels.
- (c) The Broadcaster, reserves the right to revise the Subscription Fees if at any time during the Term or within one year thereafter, if it comes to the knowledge of the Broadcaster that there has been:
- (i) Any variation in the Subscriber Base of the Affiliate; and/or
 - (ii) The Affiliate has suppressed the correct number of Subscribers and/or Local Cable Operators at the time of execution of the Agreement; and/or
 - (iii) There is an increase/decrease in the Subscribers and/or Local Cable Operators.

Such revision to Subscription Fees shall be applicable with retrospective effect from the date of occurrence of such instance as per sub clause (i), (ii) or (iii) above and the right of Broadcaster to claim such outstanding shall survive the termination or expiry of this Agreement.

- (d) In the event the TRAI or the Central Government mandates that the signals of the Subscribed Channels should be provided by the Affiliate to its Subscribers only through DAS in any part of the Areas as specified in **Annexure B**, then this Agreement shall stand terminated for such part of the Areas only from the date of implementation of DAS as per Applicable Laws and the Subscription Fee shall stand revised to such Monthly Subscription Fee as allocated to such part of the Areas as specified under **Annexure B** and the Parties shall enter into a separate agreement with the Broadcaster, for such part of the Areas as per clause 4 above on mutually agreed terms.

8. MERGER / ACQUISITION

- (a) If the Affiliate merges with, acquires, takes over a third party Cable Television Network operator ("TPO"), then the signals of the Channel(s) shall not be retransmitted to the subscriber base of the TPO, post such merger/acquisition. If following such merger/acquisition/take over, the Affiliate or the merged entity forming out of such

merger/acquisition/take over ("Merged Entity") is desirous of retransmitting signals of the Channel(s) to the acquired/merged subscriber base of the TPO, then the Affiliate/Merged Entity and the Broadcaster shall, within 30 (thirty) days of a written intimation of such merger/acquisition/take over from the Affiliate/Merged Entity, mutually discuss and negotiate the commercial terms and conditions under which signals of the Channel(s) can be retransmitted to the acquired/merged subscriber base of the TPO.

- (b) For the sake of clarity, the Affiliate shall continue to pay the applicable monthly Subscription Fee under this Agreement in the manner contemplated herein and the mutually negotiated license fee for the acquired/merged subscriber base of the TPO shall be over and above the monthly Subscription Fee obligation of the Affiliate under this Agreement.
- (c) It is hereby clarified that in the event of the Affiliate commencing retransmission of signals of the Channel(s) to local cable operator(s) which were earlier taking signals from any TPO in the Area, then in addition to the monthly Subscription Fee, the Affiliate shall be required to pay such additional monthly subscription fee for such migrated local cable operator(s) –
 - (i) as shall be equivalent to such portion of the monthly license fee/subscription fee payable by such TPO which is computed on a pro rata basis, in case such TPO has an agreement with the Broadcaster; or
 - (ii) as shall be mutually negotiated between the Affiliate and the Broadcaster, on the pro-rata, basis the subscriber base on the Distribution System of the Affiliate and that of the TPO, in case such TPO does not have any agreement with the Broadcaster.

9. THE EQUIPMENT:

- (a) The Broadcaster shall, on behalf of the Broadcaster and at the request of the Affiliate, supply or cause to be supplied the Equipment to the Affiliate or has already supplied such Equipment directly or through suppliers nominated by it. The Equipment shall at all times remain the sole and exclusive property of respective Broadcaster.
- (b) In the event the Affiliate ceases to operate the Distribution Systems, the Equipment supplied by the Broadcaster to the Affiliate shall be returned forthwith to the Broadcaster. In case the Equipment are damaged due to negligence of the Affiliate, the Broadcaster, shall be authorized to recover the actual repair cost from the Affiliate and in the event the Equipment are beyond repair, the Affiliate shall be liable to pay to the Broadcaster the cost of such Equipment as on the time it was supplied to the Affiliate.
- (c) In order to take back possession of the Equipment from the Affiliate, the Affiliate shall ensure that the personnel/representative of the Broadcaster are allowed free and unobstructed access to the premises of the Affiliate where the Equipment are installed, and the Affiliate shall not interfere with such procedure.

10. ADDITIONAL CHARGES FOR THE EQUIPMENT:

- (a) At its discretion the Broadcaster, may require the Affiliate to make the following payments against delivery of the Equipment:

- (i) **Processing Fee:** The Broadcaster may require the Affiliate to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel as per Broadcaster's policy.
 - (ii) **Courier/Taxes:** The Affiliate shall pay the courier charges, octroi, taxes and other levies and transportation charges for the Equipment.
- (b) The abovementioned charges shall be levied on a one time basis during the Term of the Agreement and when any new channel is introduced by Broadcaster and subscribed for by the Affiliate. It is expressly agreed between the Parties that if within one month of the request made, the Affiliate does not intimate the Broadcaster of the receipt or non-receipt of the Equipment then it will be deemed that the Affiliate has received the Equipment.

11. TERM & TERMINATION:

- (a) This Agreement shall remain valid only for the Term.
- (b) This Agreement shall automatically expire by efflux of time, i.e. on the completion of the Term, unless terminated earlier in accordance with applicable laws.
- (c) In the event of a breach by any Party, the other Party shall have the right, as per Applicable Laws, to terminate this Agreement by giving three weeks' notice to the other Party clearly giving the reasons for the proposed action and in the event such breach still remains uncured on expiry of the third week this Agreement shall stand terminated.
- (d) The Broadcaster, shall have the right to forthwith terminate this Agreement and disconnect/deactivate the distribution of signals of the Subscribed Channels and/or take any other action as may be appropriate, upon the occurrence of any of the following:
 - (i) In the event the Affiliate fails to pay the Subscription Fee and / or applicable tax including but not limited to service tax and/ or charges as and when it becomes due and payable as set out in this Agreement;
 - (ii) In the event of failure on the part of the Affiliate to provide the names, complete address, areas served and number of Subscriber of each LCO served by the Affiliate and also the number of Subscribers directly served by the Affiliate;
 - (iii) In case of bankruptcy or insolvency of the Affiliate;
 - (iv) In case of dissolution of the partnership or winding up proceedings against the Affiliate;
 - (v) In the event of assignment of the Agreement by the Affiliate without prior written approval of the Broadcaster,;
 - (vi) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels in the Areas;
 - (vii) If the Affiliate in any manner jeopardises or interferes with intellectual property rights referred to in Clause 16 below;
 - (viii) In the event the Broadcaster is subjected to legal, governmental or other adverse action under applicable treaties, Tariffs or Applicable Laws that restrict the right of the Broadcaster to provide the Subscribed Channels or any part thereof to the Affiliate or limit the Affiliate's right or authorisation to distribute the Subscribed Channels or in the event of any court order, which prevents/restricts the

Broadcaster to provide the Subscribed Channels to the Affiliate under the terms of this Agreement;

- (ix) If the Equipment are removed from the Installation Address without prior written consent of the Broadcaster or is being used or intended to be used, at a place other than the Installation Address;
 - (x) If the Affiliate's registration under the Cable Television Networks (Regulation) Act, 1995 is suspended, cancelled, terminated and/or not renewed;
 - (xi) If the Affiliate is in breach of any of its representations, obligations, warranties contained in this Agreement and/or if the same are found to be untrue;
 - (xii) In the event of non-disclosure/under-declaration of Local Cable Operators and/or under-declaration or wrong disclosure of Subscriber Base catered directly or through Local Cable Operators;
 - (xiii) In case the Affiliate (without first negotiating and mutually agreeing in writing upon revised Subscription Fees with the Broadcaster) distributes / sub-distributes the signals beyond the Areas as agreed under this Agreement;
 - (xiv) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels in the Areas (including but not limited to entering into an agreement / arrangement with another service provider for operational and/or administrative and/or funding purposes, etc.);
 - (xv) If the Affiliate does not comply with any rules, regulations, orders of TRAI or any other government or statutory body / court or tribunal;
 - (xvi) If the Broadcaster ceases to distribute or operate any of the Channels in the Territory for any reason or no reason.
- (e) The Broadcaster reserves the right to terminate the Agreement forthwith, if the Affiliate is in breach of any representation, warranties or undertaking anytime during the Term.
- (f) A breach by Affiliate under this Agreement shall, also be deemed to be a breach of any or all other agreements between the Broadcaster and Affiliate, and shall entitle the Broadcaster to exercise any or all of the remedies set forth in this Agreement and such other agreements. If the Broadcaster, so elects, any breach by Affiliates or its associates of any other agreement between Affiliates or its associates, and the Broadcaster, shall be deemed as a breach of this Agreement, which shall entitle the Broadcaster, to exercise any and all of the remedies set forth in this Agreement and such other agreements.
- (g) The Broadcaster's rights to terminate the Agreement, shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

12. CONSEQUENCES OF EXPIRY/TERMINATION:

Upon expiry or termination of the Agreement:

- (i) Broadcaster shall disconnect/deactivate signals of the Subscribed Channels,
- (ii) The Affiliate shall immediately return the Equipment of the Subscribed Channels to the Broadcaster in good working condition failing which the Affiliate shall be liable to provide

compensation/damages, to the Broadcaster, equivalent to the monthly Subscription Fees last paid by the Affiliate, for each month of delay, on a pro-rata basis; and

- (iii) The Affiliate shall within seven (7) days thereof pay to the Broadcaster all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to the Broadcaster under the Agreement failing which such outstanding amounts shall be payable together with interest @ 18% p.a.

13. REPRESENTATIONS AND WARRANTIES OF THE BROADCASTER:

- (a) Broadcaster represents to the Affiliate that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) Broadcaster makes no representations and/or warranties relating to the continuity, reception and quality and nature of the contents on the Subscribed Channels shall not be liable for any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the Operator.
- (c) Broadcaster shall not, under any circumstances, be liable for the performance of the Equipment for the Subscribed Channels.

14. ANTI PIRACY OBLIGATIONS AND WARRANTIES:

The Affiliate represents, warrants and undertakes that it shall at its own expense, take all necessary steps to prevent and stop unauthorized or illegal use of the Subscribed Channels or signals thereof as described below:

- (a) Take all necessary actions to prevent any unauthorized access to the Subscribed Channels in the Areas.
- (b) Take appropriate remedial actions to curb piracy in the Areas.
- (c) Endeavor in the task of protection of Broadcaster's intellectual property rights, preventing piracy of the Channels, disclosing correctly all the information as required by the Broadcaster, distribution only to its authorized subscribers within the limits of its contractual area.
- (d) Directly or indirectly, not indulge or allow any person to indulge in Piracy or in reverse engineering any technology used in the Equipment or any component thereof.
- (e) Intimate the Broadcaster promptly about any alteration, tampering with the Equipment including the seal, misuse, replacement, removal and shifting of Smart cards and IRDs, without the written consent of Broadcaster, from their respective original addresses.

- (f) Use any other hardware other than the Equipment provided by Broadcaster for reception of the Subscribed Channels.
- (g) Indulge in any activity, which has the effect of or which shall result into, infringement and violation of trade mark and copyrights of the Broadcaster.
- (h) Co-operate and co-ordinate with Broadcaster's anti-piracy team to curb the piracy of Channels in its network or piracy of Channels being done using the signals of the Affiliate's cable network. If required, the Affiliate shall also accompany the Broadcaster's Anti-piracy team to jointly investigate and take appropriate action to curb piracy.

15. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE AFFILIATE

The Affiliate represents, warrants and undertakes that:

- (a) It has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) The list of Local Cable Operators together with its details are correct.
- (c) The Affiliate shall enter into a back to back agreement with the Local Cable Operators to ensure that the Local Cable Operators are in compliance with all the provisions of this Agreement.
- (d) The Affiliate shall promptly inform Broadcaster in case of any change in number, names, addresses and details of the Local Cable Operators.
- (e) It has a valid registration certificate in its name under the Cable Television Network (Regulation) Act, 1995 to retransmit satellite television channels through the Distribution System in the Areas. The Affiliates undertakes to keep such registration certificate valid and subsisting during the Term of this Agreement and provide a copy of the same to Broadcaster as and when called upon to do so by Broadcaster.
- (f) All the Execution Requirements, as listed in **Annexure E** of this Agreement, provided by the Affiliate to Broadcaster are correct. In the event this Agreement is executed without completion of any such Execution Requirements, the Broadcaster reserves its rights to require the Affiliate to complete such requirement anytime during the Term and shall have the right to terminate this Agreement in case of failure by the Affiliate to do so.
- (g) The Affiliate shall promptly intimate Broadcaster upon variation (i.e. increase or decrease) in the Subscriber Base.
- (h) The Affiliate shall pay the Subscription Fees along with applicable taxes in such manner and within such timeline as is set out in the Agreement.
- (i) The Affiliate shall not, whether by itself or through its Local Cable Operators, re-transmit signals of the Subscribed Channels beyond the Areas.

- (j) The Affiliate shall not retransmit the Subscribed Channels via any medium other than the Distribution System.
- (k) The Affiliate shall only offer all/any Subscribed Channels at all times during the Term to the Subscribers as a linear television service only on a 24 hour per day, 7 day per week, 365(6) days a year basis, with effect from such Subscribed Channels being activated at the Subscriber's end till the time such Subscriber is switched off by the Affiliate for being a defaulter in accordance with Applicable Laws/extant regulations. It is agreed that no independent advertising shall be inserted by the Affiliate and the Affiliate shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channels.
- (l) The Affiliate shall offer the Subscribed Channel(s) to Subscribers on as-is basis and shall not offer any of the Subscribed Channel(s) on the basis of any specific programming event, feature, characteristic or attribute. The Affiliate shall cause continuous distribution of the Subscribed Channel(s) to all Subscribers during telecast without blacking it out or interfering with it in any manner whatsoever.
- (m) The Affiliate shall not offer any pay channel(s) from amongst the Subscribed Channels as a free to air channel to the Subscribed.
- (n) The Affiliate shall not distribute the Subscribed Channels to any Commercial Subscribers for which a separate agreement shall be executed between the Broadcaster, and the Affiliate as per applicable terms and conditions.
- (o) The Affiliate shall retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, delay, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
- (p) The Affiliate shall not, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Affiliate further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify Broadcaster of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease.
- (q) The Affiliate shall do all acts as may be required by Broadcaster to give effect to the terms of this Agreement.
- (r) The Affiliate shall not place the Subscribed Channels next to any pornographic or gambling channel.
- (s) The Affiliate understands and acknowledges that subject to Applicable Laws, the Broadcaster shall always have the right to alter/ change any or all of the Subscribed Channels, including the names, logos of the Subscribed Channels and the programming exhibited on the Subscribed Channels.

- (t) The Affiliate shall not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of Broadcaster. Further, the Affiliate undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allow anybody else to do the same, without prior written permission of Broadcaster and shall indemnify Broadcaster against any damage, destruction, theft or loss of the Equipment.
- (u) The Affiliate shall not modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom.
- (v) The Affiliate shall keep the Equipment in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster in the event of any mechanical/technical fault in the Equipment.
- (w) The Affiliate shall ensure that no cable operators receive signals of the Channels from the Affiliate without prior written consent of the Affiliate.
- (x) The Affiliate shall pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify Broadcaster against any default or non-payments in this regard.
- (y) Upon expiry/termination of the Agreement, the Affiliate shall return to Broadcaster the Equipment of the Subscribed Channels in good working condition and pay to Broadcaster all outstanding payments that may be payable to Broadcaster under the Agreement.
- (z) Upon change in designated satellite of the Subscribed Channels, the Affiliate shall make all necessary arrangements to ensure continued access to the Subscribed Channels.
- (aa) The Affiliate shall promptly intimate Broadcaster of any change in ownership or sale of the cable television channel retransmission business/assets of the Affiliate.
- (bb) The Affiliate shall keep accurate and complete records and accounts of billings of the Subscribers/Local Cable Operators and make such records available to Broadcaster and/or its representatives for inspection/audit upon reasonable notice. The Affiliate undertakes to provide all assistance to Broadcaster for conducting survey to determine the actual Subscriber Base of the Affiliate. The Affiliate undertakes to furnish and submit to Broadcaster all information and/or documents as may be required by Broadcaster from the Affiliate from time to time.
- (cc) The Affiliate shall comply with the Applicable Laws.
- (dd) The Affiliate shall strictly abide by the provisions of the Cable Television Network (Regulation) Act, 1995 and the Cable Television Networks Rules, 1994.

16. INTELLECTUAL PROPERTY RIGHTS:

- (a) It is expressly agreed and understood that the Affiliate shall not acquire any ownership or other rights with respect to the Subscribed Channels.
- (b) All right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logs, materials, formats and concepts relating to the Channels, or any mark of the right holders of any programming exhibited on the Subscribed Channels (collectively, the “**Intellectual Property**”) shall belong exclusively to the Broadcaster or its respective affiliated companies or licensor. The Affiliate shall not acquire any proprietary or other rights in the Intellectual Property to which Broadcaster assert proprietary or other rights, which Broadcaster may notify the Affiliate from time to time in writing and agrees not to use the Intellectual Property in any corporate or trade name. The Affiliate may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of Broadcaster. Marketing materials generated by the Affiliate may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the Affiliate. Such marketing materials shall require the prior written approval of Broadcaster. The Affiliate shall not acquire any proprietary or other rights in the trade names and trademarks of the Broadcaster, and agrees not to use such marks without prior written consent of Broadcaster, as applicable.

17. SUSPENSION OF CHANNEL:

Subject to Applicable Laws, Broadcaster shall have the right to suspend any of the Channel(s) (or part thereof) by temporary deactivation of the IRDs, in the event of:

- (a) any material breach of the Agreement and/or carriage agreement with the Affiliate, if any;
or
- (b) failure in commercial negotiations for renewal of the Agreement within a period of thirty (30) days from the date of expiry of this Agreement.

18. LIMITATION OF LIABILITY:

- (a) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the applicable law, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.
- (b) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

19. CONFIDENTIALITY:

The Affiliate shall keep in strict confidence, any confidential information received by it while participating in the affairs/business of Broadcaster ("**Confidential Information**") and shall not disclose the same to any Person, not being party to this Agreement. The Affiliate shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. The Confidential Information shall, at all times, remain the exclusive property of Broadcaster and the Affiliate shall not acquire any rights in the Confidential Information.

20. FORCE MAJEURE:

Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions, including without limitation, satellite failure, satellite jamming, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the Subscribers. In the event of a suspension of any obligation under this section, which extends beyond a period of one month, the Party not affected, may at its option, elect to cancel those aspects of this Agreement.

21. NO AGENCY:

Neither Party shall be or hold itself as the agent of the other under the Agreement. No Local Cable Operator / Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with Broadcaster by virtue of this Agreement or by Broadcaster's delivery of the Subscribed Channels to the Affiliate. This Agreement between Broadcaster, and Affiliate is on principal to principal basis and is terminable in nature.

22. NO WAIVER:

The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, and such rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

23. ASSIGNMENT:

- (a) Notwithstanding anything contained in the Agreement, the Affiliate shall not have the right, without the prior written consent of Broadcaster, to assign or transfer the Agreement or any of its rights or obligations, with respect to the Areas and/or the Distribution System to any third Party. Upon any breach, actual, potential or threatened of this clause, the Affiliate shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channels, as the case may be, and shall entitle Broadcaster, to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be appropriate.

- (b) Broadcaster, may, at any time unilaterally assign the Agreement including, without limitation, its rights and obligations, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as Broadcaster *vis-à-vis* the Affiliate. Such assignment by Broadcaster, shall be effective on and from the date as communicated in writing by Broadcaster, to the Affiliate.

24. INDEMNITY AND THIRD PARTY CLAIMS:

- (a) The Affiliate shall forever keep and hold Broadcaster and its affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees of a counsel of Broadcaster's choice) resulting due to any of the Affiliate's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.
- (b) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
- (c) The Broadcaster makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval for retransmission in the Area through the Affiliate's Distribution System. The Affiliate shall be responsible for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the Affiliate in the Area through the Affiliate's Distribution System.
- (d) This clause shall survive termination of the Agreement.

25. SEVERABILITY:

If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

26. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Affiliate and the Broadcaster as set forth below, unless either Party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post AD shall be deemed delivered on the third day from the date on such Registered Post A.D.

27. GOVERNING LAW AND DISPUTE RESOLUTION:

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The Telecom Disputes Settlement and Appellate Tribunal, New Delhi, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.

28. ENTIRE UNDERSTANDING/ MODIFICATIONS:

The Agreement along with its Schedule and Applicable Annexure(s) contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereunto have set their hands towards execution of the Agreement.

For _____

Sign: _____

Name: _____

Title: _____

For Azalia Broadcast Private Limited

Sign: _____

Sign:

Name: _____

Name:

Title: _____

Title:

SA No. _____

ANNEXURE A
THE CHANNELS

Big Thrill	
------------	--

SA No. _____

ANNEXURE B

[illegible]

_____ & _____
For Reliance Big Broadcasting Private Limited

For Affiliate

CRN: _____

SA No. _____

Date: _____

ANNEXURE C

Effective Date for the Subscribed Channels: ____ day of _____, 201__

SUBSCRIPTION FEES*

	Monthly Subscription Fee (in Rs.)	
Subscribed Channels as per <u>Annexure C-1</u>	Rs. _____/-	(Rupees _____ Only)
Subscribed Channels as per <u>Annexure C-2</u>	Rs. _____/-	(Rupees _____ Only)
TOTAL	Rs. _____/-	(Rupees _____ Only)

*Please note that in addition to the Subscription Fees, the Affiliate shall be liable to pay applicable taxes including but not limited to service tax as applicable.

For Reliance Big Broadcasting Private Limited

For Affiliate

Date:

CRN: _____

SA No. _____

Date: _____

ANNEXURE C-2

BOUQUET RATES PER SUBSCRIBER PER MONTH

Tick (✓)	here	Channels	Bouquet Rate (in Rs.)	No. of Subscribers	Monthly Subscription Fee (in Rs.)
		Bouquet 1			
		BIG Thrill			
		Bouquet 2			
		Total			

For Reliance Big Broadcasting Private Limited

For Affiliate

SA No. _____

ANNEXURE D

EQUIPMENT DETAIL

[illegible]

_____ & _____
For Reliance Big Broadcasting Private Limited

For Affiliate

ANNEXURE E
EXECUTION REQUIREMENTS

I. The Affiliate shall provide to Broadcaster the following:

- (a) A list of Local Cable Operators along with their Subscriber Base in terms of Clause 9.2 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
- (b) The Subscriber Base of the Affiliate based on the Subscriber Line Report in terms of Clause 9.2 read with Clause 9.1 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
- (c) A copy of the latest monthly invoice showing the dues, if any, from the presently-affiliated aggregator in terms of Explanation 1 to Clause 3 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
- (d) A copy of the registration certificate issued by the designated authority allowing the Affiliate to operate a Cable Television Network in the Areas ("**Cable Registration Certificate**")

II. Depending on the status of the Affiliate, the Affiliate shall provide the following:

A. If the Affiliate is an individual or a sole proprietor:

- (a) Photograph of the cable network owner. The owner of the cable network shall be the person in whose name the Cable Registration Certificate is granted.
- (b) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill / Income Tax Returns.
- (c) Self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.

Provided, that in the event another person executes the Agreement on behalf of such sole proprietor, a true copy of the power of attorney delegating such powers by the sole proprietor shall also be provided to Broadcaster.

B. If the Affiliate is a partnership firm:

- (a) Certified true copy of the registered Partnership Deed.
- (b) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
- (c) Photograph of the signatory.
- (d) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.

C. If the Affiliate is a company:

- (a) The Certificate of Incorporation – certified by the Company Secretary/Director.
- (b) Memorandum and Articles of Association of the company.
- (c) Board resolution certified by the Company Secretary/Director authorizing the above named signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
- (d) Copy of Passport/Voters ID/PAN Card/Driving license for signature verification attested by the authorized signatory.

- (e) Photograph of the signatory.
- D. If the Affiliate is a Hindu Undivided Family (“HUF”)
 - (a) The photograph of the Karta.
 - (b) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
 - (c) The names of all coparceners and his/her relation with the Karta.
 - (d) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
 - (e) Copy of Passport/Voters ID/PAN Card/Driving Licence for signature verification attested by the Karta.
- E. If the Affiliate falls into the ‘Other’ category: Such documents as required by Broadcaster.