

REFERENCE INTERCONNECT OFFER OF DISNEY BROADCASTING (INDIA) LIMITED [ANALOGUE]

FOR DISNEY BROADCASTING (INDIA) LIMITED, 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:

Disney Broadcasting (India) Limited, a company incorporated under the Companies Act, 1956, having its registered office at 1st Floor, Building No. 14, Solitaire Corporate Park, Guru Hargovindji Marg, Chakala, Andheri (E), Mumbai 400 093 (*hereinafter referred to as the “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: _____

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 coparceners in the case of a Hindu Undivided Family (“HUF”).]

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

WHEREAS:

- A. The Broadcaster is the owner of the Channels and/ or is authorized to retransmit signals of the Channels in the Territory, in terms of its registration with the MIB.
- 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 the Broadcaster. The Broadcaster, is willing to provide signals of the Subscribed Channels to the Affiliate for further retransmission through the Affiliate’s Distribution System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

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, policies, guidelines 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 Subscribers”** means any person who receives broadcasting services or cable services at a place indicated by him to a cable operator or multi system operator or direct to home operator or head end in the sky operator or internet protocol television service provider, as the case may be, and uses such services for the benefit of his clients, customers, members or any other class or group of persons having access to his Commercial Establishment..
- (g) **“Commercial Establishment”** means any premises wherein any trade, business or any work in connection with, or incidental or ancillary thereto, is carried on and includes a society registered under the Societies Registration Act, 1860 (21 of 1860), and charitable or other trust, whether registered or not, which carries on any business, trade or work in connection with, or incidental or ancillary thereto, journalistic, printing and publishing establishments, educational, healthcare or other institutions run for private gain, theatres, cinemas, restaurants, eating houses, pubs, bars, residential hotels, malls, airport lounges, clubs or other places of public amusements or entertainment.
- (h) **“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 but not limited to Digital cable networks (with or without an addressable system), Hybrid Networks, Direct-To-Home (Ku Band), Headends-in-the-Sky, Multipoint Microwave Distribution System/Multi-channel Multi-point Distribution System, Digital Terrestrial Transmission, Direct-To-Home (‘C’ Band), Broadband, IPTV, Terrestrial Transmission, or any other medium or technology or device now known and/or invented or that may be invented, and the use of which is permitted by the Broadcaster in the future. .
- (i) **“Effective Date”** shall mean the date mentioned in Annexure C attached hereto.
- (j) **“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.

¹ *The Definition of Commercial Subscribers and Commercial Establishment the right to re-transmit signals to the Commercial Subscribers and Commercial Establishments are without prejudice to the rights and contentions of the Broadcaster and would be subject to revision depending upon the orders as may be finally passed in the Civil Appeal No. 3728 of 2015 and Writ Petition No 5161 of 2014 and before Hon’ble Supreme Court of India and Hon’ble High Court of Delhi respectively or any other matter in this subject.*

- (k) **“Local Cable Operators”** means the local cable operators receiving signals of the satellite television channels from the Affiliate and retransmits the same through its Cable Television Network to the Subscribers, the details of whom are provided by the Affiliate to the Broadcaster in terms of Clause 1(a) of Annexure E.
- (l) **“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.
- (m) **“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 and mentioned in Annexure C-I.

- (n) “**Subscribed Channels**” means the channels from amongst the Channels subscribed by the Affiliate as are specifically identified by the Affiliate by assigning tick marks (✓) against such channels listed in **Annexure C-1** of this Agreement.
- (o) “**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.
- (p) “**Term**” means the period commencing from the Effective Date and expiring on completion of 12 (Twelve) months, unless terminated earlier in accordance with the provisions of the Agreement. However, the Term of this Agreement shall forthwith expire on the date of compulsory digitization with addressability in the whole or part of the Area, as notified by the Central government.
- (q) “**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 only by using the Equipment 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. This Agreement shall not authorize and/or give any right to the Affiliate to retransmit the Subscribed Channels (i) to local cable operators or subscribers not declared by the Affiliate to the Broadcaster; and (ii) to Commercial Subscriber.

4. AREAS:

- (a) The Affiliate 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 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 and the Affiliate shall not retransmit the signals of the Subscribed Channels in such part of the Areas without entering into a separate written agreement. 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 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 and retransmit the Subscribed Channels from designated satellites using the Equipment.
- (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, 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 an 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 on the Affiliate, for the Subscribed Channels towards the Subscription Fees, as detailed in Annexure C to this Agreement, together with applicable taxes, for the concerned month on the Affiliate on or before the end of such month.
- (b) The Affiliate shall pay the Subscription Fees to the Broadcaster for a particular month in arrear within 15 (fifteen) days of receipt of the invoice from the Broadcaster. The Affiliate shall be liable to pay interest @18% p.a. if the Affiliate fails to pay the Subscription Fees in a timely manner. Notwithstanding the foregoing, violation of this Clause shall be a material breach and the Broadcaster, reserves the right to terminate the Agreement and disconnect/deactivate the signals of the Subscribed Channels upon the Affiliate's non-payment of the Subscription Fees. 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.
- (c) 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 in writing. All such communication shall mandatorily be addressed/marked to the attention of Chief Financial Officer of the Broadcaster.
- (d) All payments under the Agreement shall be paid free and clear of and shall not be reduced by any tax, levy or charge, except for applicable income tax deducted at source. The service tax shall be over and above the Fee payable under this Agreement and shall be borne entirely by the Affiliate. If under applicable Indian tax laws, any payments from the Affiliate to the Broadcaster are subject to deduction of tax at source, then the Affiliate shall (i) deduct/withhold the applicable income tax amount at source in the name of the Broadcaster, (ii) remit/deposit such deducted withholding tax amount to the applicable Indian tax authority in the name of the Broadcaster within the due dates prescribed under the applicable Indian tax law, and (iii) within the applicable statutory period as per the applicable Indian tax law, deliver all documents to the Broadcaster evidencing such statutory deductions.
- (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 "*Disney Broadcasting (India) Limited*", unless instructed otherwise in writing by the Broadcaster, and such payment by the Affiliate to the Broadcaster shall be valid discharge of its liability towards the Broadcaster of payment of Subscription Fees for the applicable month. 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. 1,500/- for each of the dishonored, disapproved or rejected Instrument.
- (f) All payments shall be collected by the Broadcaster from the Affiliate. 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 (“**Tariffs**”) of any Subscribed Channels is brought about pursuant to any change in Applicable Law and such revised Tariffs shall apply from the date such revision is notified by such authority; and/or
- (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, 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 the Broadcaster, to claim such outstanding shall survive the termination or expiry of this Agreement.

8. THE EQUIPMENT:

- (a) The Broadcaster shall 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 which are essential for receiving the Subscribed Channels being non-exclusively given herein. The Equipment shall at all times remain the sole and exclusive property of the Broadcaster and shall be under the control of the Broadcaster, and it shall never be construed as a sale or given on right to use of the Equipment to the Affiliate under any circumstance; and accordingly, no price is payable by the Affiliate to the Broadcaster. The Affiliate shall not use the Equipment for any other purpose at any point in time without the prior express written consent of the 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.

9. TERM & TERMINATION:

- (a) This Agreement shall remain valid only for the Term.
- (b) In the event of any material breach of this Agreement by any Party, the non-defaulting Party shall have the right to terminate this Agreement by giving thirty (30) days (or any other period as prescribed under Applicable Laws) written notice to the defaulting Party.
- (c) The Broadcaster, shall have the right to terminate this Agreement by a written notice 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 case of bankruptcy or insolvency of the Affiliate;
 - (ii) In case of dissolution of the partnership or winding up proceedings against the Affiliate;
 - (iii) In the event of assignment of the Agreement by the Affiliate without prior written approval of the Broadcaster;
 - (iv) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels in the Areas;
 - (v) If the Affiliate in any manner jeopardises or interferes with intellectual property rights referred to in Clause 14 below;
 - (vi) 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 from providing the Subscribed Channels to the Affiliate under the terms of this Agreement;
 - (vii) 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;
 - (viii) If the Affiliate's registration under the Cable Television Networks (Regulation) Act, 1995 is suspended, cancelled, terminated and/or not renewed;
 - (ix) If the Affiliate is in material breach of any of its representations, obligations, warranties contained in this Agreement and/or if the same are found to be untrue;

- (x) 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.);
 - (xi) If the Affiliate does not comply with any rules, regulations, orders of the TRAI or any other government or statutory body / court or tribunal;
 - (xii) If the Broadcaster ceases to distribute or operate any of the Channels in the Territory for any reason or no reason.
- (d) The Broadcaster's rights to terminate the Agreement, shall be without prejudice to the Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

10. CONSEQUENCES OF EXPIRY/TERMINATION:

Upon expiry or termination of the Agreement:

- (i) The 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, subject to normal wear and tear, 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 as on the date of termination/deactivation of signals of the Subscribed Channels to the Affiliate's Distribution Systems, failing which such outstanding amounts shall be payable together with interest @ 24% p.a.

11. REPRESENTATIONS AND WARRANTIES OF THE BROADCASTER:

- (a) The 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) As on date of this Agreement, the Channels are registered in the territory with MIB and with any other authority as required under Applicable Law.
- (c) The distribution of the Channels is allowed in the Territory.

12. ANTI PIRACY OBLIGATIONS AND WARRANTIES:

The Affiliate represents, warrants and undertakes that it shall at its own expense, take all necessary steps to prevent 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 the 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 integrated receiver decoders, without the written consent of the Broadcaster, from their respective original addresses.
- (f) Use any other hardware other than the Equipment provided by the Broadcaster for reception of the Subscribed Channels.
- (g) Indulge in any activity, which has the effect of or which shall result into, infringement and/or violation of trade mark and copyrights of the Broadcaster.
- (h) Co-operate and co-ordinate with the 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.

13. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE AFFILIATE

The Affiliate represents, warrants and undertakes:

- (a) that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) that the list of Local Cable Operators and subscribers together with its details are correct.
- (c) to 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) to promptly inform the Broadcaster in case of any change in number, names, addresses and details of the Local Cable Operators.
- (e) that 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 the Broadcaster as and when called upon to do so by the Broadcaster.
- (f) that all the Execution Requirements, as listed in Annexure E of this Agreement, provided by the Affiliate to the 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) to promptly intimate the Broadcaster upon variation (i.e. increase or decrease) in the Subscriber Base.
- (h) to pay the Subscription Fees along with applicable taxes in such manner and within such timeline as is set out in the Agreement.
- (i) not to, whether by itself or through its Local Cable Operators, re-transmit signals of the Subscribed Channels beyond the Areas.
- (j) not retransmit the Subscribed Channels via any medium other than the Distribution System. In the event Affiliate retransmits the Subscribed Channels in the mode not consistent with this Agreement, the same shall amount to be a material breach of the Agreement and the Affiliate shall be liable to a sum equivalent to ten times the Subscription Fees as damages in addition to the other claims that the Broadcaster may have against the Affiliate and without prejudice to all other rights and contentions that the Broadcaster may have against the Affiliate.
- (k) to put its best efforts to ensure that the Subscribed Channels are transmitted in the prime/tunable band on it Distribution System.
- (l) to only offer all 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 Operator 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.
- (m) to 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 Operator 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.
- (n) not to offer any pay channel(s) from amongst the Subscribed Channels as a free to air channel to the Subscribed.
- (o) not to 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.
- (p) to 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.
- (q) not to, 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 the Broadcaster of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by the Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease.
- (r) to do all acts as may be required by the Broadcaster to give effect to the terms of this Agreement.
- (s) not to place the Subscribed Channels next to any pornographic or gambling channel.
- (t) that it understands and acknowledges that subject to Applicable Laws, the Broadcaster shall always have the right to alter any or all of the Subscribed Channels, including the names, logos of the Subscribed Channels and the programming exhibited on the Subscribed Channels.
- (u) not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of the 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 to allow anybody else to do the same, without prior written permission of the Broadcaster and shall indemnify the Broadcaster against any damage, destruction, theft or loss of the Equipment.

- (v) not to 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.
- (w) to keep the Equipment in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Broadcaster in the event of any mechanical/ technical fault in the Equipment.
- (x) to ensure that no cable operators receive signals of the Channels from the Affiliate without prior written consent of the Affiliate.
- (y) Upon expiry/termination of the Agreement, to return to the Broadcaster the Equipment of the Subscribed Channels in good working condition and pay to the Broadcaster all outstanding payments that may be payable to the Broadcaster under the Agreement on the date of termination.
- (z) Upon change in designated satellite of the Subscribed Channels, to make all necessary arrangements to ensure continued access to the Subscribed Channels.
- (aa) to promptly intimate the Broadcaster of any change in ownership or sale of the cable television channel retransmission business/assets of the Affiliate.
- (bb) to keep accurate, complete and up-to-date records and accounts of billings of the Subscribers/Local Cable Operators and make such records available to the Broadcaster and/or its representatives for inspection/audit upon reasonable notice. The Affiliate undertakes to provide all assistance to the Broadcaster for conducting survey to determine the actual Subscriber Base of the Affiliate. The Affiliate undertakes to furnish and submit to the Broadcaster all information and/or documents as may be required by the Broadcaster from the Affiliate from time to time. The Broadcaster shall have a right to inspect/audit any records and accounts of the Affiliate in relation to billing/invoice and the Subscriber Base of the Affiliate during the Term and for a period of two years after the termination/expiry of the Agreement.
- (cc) to comply with all Applicable Laws.

14. 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, logos, 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 the Broadcaster asserts proprietary or other rights, which the 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 the Broadcaster. Marketing materials generated by the Affiliate may refer to the Intellectual Property only if it is clear that such Intellectual Property represents trademarks or service marks for the Subscribed Channels, which are distributed by the Affiliate. Such marketing materials shall require the prior written approval of the 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 the Broadcaster, as applicable.

15. CONFIDENTIALITY:

The Affiliate shall keep in strict confidence, any confidential information received by it while participating in the affairs/business of the 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 the Broadcaster and the Affiliate shall not acquire any rights in the Confidential Information.

16. 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.

17. NO AGENCY:

The Affiliate's status with reference to the Broadcaster is that of independent contractor and a non-exclusive right-holder, and nothing contained in this Agreement will be construed as to constitute the Affiliate and the Broadcaster as a joint venture, partners or agents, nor will any similar relationship be deemed to exist between the Affiliate and the Broadcaster. The Broadcaster shall not be held responsible or liable to the Affiliate to any third person for any expense incurred by the Affiliate unless specifically set forth in this Agreement and/or any Schedule(s), nor will the Broadcaster be held responsible or liable to the Affiliate or to a third person for or on account of any of the Affiliate's employees or agents. No Local Cable Operator / Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Broadcaster by virtue of this Agreement or by the Broadcaster's delivery of the Subscribed Channels to the Affiliate. This Agreement between the Broadcaster and the Affiliate is on principal to principal basis and is terminable in nature.

Further it is expressly agreed that the Affiliate is further making available the Subscribed Channels in his own right and in the course of its business. Any margin earned by the Affiliate from the subscribers in the course of this non-exclusive license is not commission paid to the Affiliate by the Broadcaster.

18. NO WAIVER:

The failure of either Party to insist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions shall not result in 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 any 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.

19. ASSIGNMENT:

- (a) Notwithstanding anything contained in the Agreement, the Affiliate shall not have the right, without the prior written consent of the 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 the Broadcaster, to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be appropriate.
- (b) The 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 the Broadcaster *vis-à-vis* the Affiliate. Such assignment by the Broadcaster, shall be effective on and from the date as communicated in writing by the Broadcaster, to the Affiliate.

20. INDEMNITY AND THIRD PARTY CLAIMS:

- (a) The Affiliate shall forever keep and hold the 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 the 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) The Affiliate acknowledges, accepts and represents to the Broadcaster that the Broadcaster shall not be liable in any manner to the Affiliate or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable laws.
- (e) This clause shall survive termination of the Agreement.

21. 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.

22. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, speed post or registered post acknowledgement due, at the correspondence address of the Affiliate and the Broadcaster set forth in the Agreement, 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 acknowledgement due only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by registered post acknowledgement due shall be deemed delivered on the third day from the date on such registered post acknowledgement due.

23. NO USE OF 'DISNEY' NAME

The Affiliate will not use the name "Disney" (either alone or in conjunction with or as part of any other words, name, logos or designs) or any trademarks, services marks, logos, fanciful character or design of the Broadcaster or its Corporate Affiliate except as expressly permitted under this Agreement or in any way so as to constitute an endorsement, false association or testimonial, express or implied, of any party (including the Affiliate), or any service or product, and will not be involved in or authorize any publicity or advertising in relation to a Disney product (except at the Broadcaster's request) without the Broadcaster's prior written approval. Any breach of the obligations under this Clause shall be deemed a material breach of this Agreement.

("Corporate Affiliate" means and includes all parent, affiliate, and subsidiary company(ies) of the Party in reference, and shall mean, with regard to either party, any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with the party including but not limited to all parent, affiliate, and subsidiary company(ies) of such Party)

24. DATA PRIVACY

The Affiliate at its option, authorizes and consents to the use of his/her personal or sensitive personal information ("Data") by the Broadcaster including its affiliates, agents, representatives, advisors or subcontractors ("Authorized Entities"), for such lawful purposes as may be deemed necessary pursuant to this Agreement including for making payments due to the Affiliate. The Affiliate understands and acknowledges that (i) the Data is the Affiliate's personal or sensitive personal information as understood within the meaning of the applicable laws; (ii) the Affiliate has voluntarily and at his/her option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to this Agreement; and (iii) the Data will or may be transferred by the Broadcaster to another party including its affiliates, agents, representatives, advisors or subcontractors, for such lawful purposes as may be deemed necessary pursuant to this Agreement. The use of the Data by the Broadcaster shall be governed by the provisions of the global privacy policy including its addendum as applicable to Indian residents, available at www.disney.in. The Affiliate agrees and accepts to be bound by the terms thereof.

25. ANTI-CORRUPTION

The Affiliate agrees to comply fully with the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent, including the laws of India).

26. SANCTIONS AND EXPORT CONTROLS

The Affiliate agrees to comply fully with all applicable sanctions and export control laws, including those of the United States, and those of the jurisdiction(s) where the Agreement will be performed (if different). For the avoidance of doubt it is acknowledged and agreed that the Broadcaster shall have the right to withdraw the rights / authorization with respect to any country which is subject to a trade embargo or other trade restrictions or prohibitions of the United Nations, the United States, or any other jurisdiction, competent organization or body.

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.

29. BINDING AGREEMENT:

The present Agreement has been arrived at between the Parties on their own free will, volition and without any force or coercion of any sort, whatsoever.

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

<p>For _____</p> <p>Sign: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>For Disney Broadcasting (India) Limited,</p> <p>Sign: _____</p> <p>Name: _____</p> <p>Title: _____</p>

WEBSITE VERION, NOT FOR EXECUTION

SA No. _____

Annexure A

Channels

bindass PLAY
Disney Junior
UTV Movies
bindass
UTV Action
Hungama TV
Disney Channel
Disney XD

WEBSITE VERION - NOT FOR EXECUTION

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)
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.

CRN: _____

SA No. _____

Date: _____

Annexure C-1

A-LA-CARTE RATES PER SUBSCRIBER PER MONTH

Tick here (✓)	Channels	A-la-carte Rates (in Rs.) On and from January 1, 2015	Subscriber Base
	bindass PLAY	10.68	
	Disney Junior	17.05	
	UTV Movies	19.13	
	bindass	12.75	
	UTV Action	12.75	
	Hungama TV	10.64	
	Disney Channel	12.14	
	Disney XD	12.14	

WEBSITE VERION - NOT FOR EXECUTION

CRN: _____

SA No. _____

Date: _____

SA No. _____

Annexure D

EQUIPMENT DETAIL

Channels	Digital Satellite Receiver No.:	Viewing Card No.:	Unique Identification No.
bindass PLAY			
Disney Junior			
UTV Movies			
bindass			
UTV Action			
Hungama TV			
Disney Channel			
Disney XD			

WEBSITE VERION - NOT FOR EXECUTION

Annexure E

EXECUTION REQUIREMENTS

I. The Affiliate shall provide to the 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 the 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 the Broadcaster.