

REFERENCE INTERCONNECT OFFER (“RIO”) OF ZEE ENTERTAINMENT ENTERPRISES LIMITED (“ZEEL”) FOR NON-ADDRESSABLE SYSTEM/ANALOGUE MODE IN NON-DAS AREAS ONLY FOR INTERCONNECTION WITH MULTISYSTEM OPERATOR TO BE EFFECTIVE FROM 15TH OCTOBER 2016

This Reference Interconnect Offer (RIO) is being published by Zee Entertainment Enterprises Limited for Zee Group Channels (hereinafter referred to as Zee Group Channels) and also on behalf of the Broadcaster(s) of various Zee Group Channels as detailed in ANNEXURE – I under Authorisation from them, in accordance with Clause 13A of the Telecommunication (Broadcasting and Cable Services) Interconnection (Seventh Amendment) Regulation, 2014 dated 10th February 2014.

The terms mentioned in this Reference Interconnect Offer (RIO) are broad technical and commercial terms and conditions including the terms and conditions mentioned in Schedule II to the Regulations applicable to MSOs for retransmitting signals of the Zee Group Channels to Subscribers in Non-DAS areas in terms of the Interconnection Regulations. On receipt of a request from the MSOs in terms of the Regulations, ZEEL and the concerned MSOs shall have to enter into a detailed Distribution Agreement containing all the terms and conditions to enable the MSOs to avail the signals of the Zee Group Channels for further re-transmission to the Subscribers from its Platform either directly or through Local Cable Operator(s) (LCOs)

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS:

1.1 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words shall have the meaning ascribed thereto when used in capitalized form elsewhere in this Agreement:

- a) **Affiliate means** Multi System Operator (MSO)/Local Cable Operator (LCO) represented through a Public/Private Limited Company, Partnership Firm, Proprietorship Firm, Individual, HUF, Co-operative Society and any other entity recognized under the applicable laws.
- b) **“Affiliate Application/Data Form”** means the form set out in Schedule I and the Annexures thereto, filled out by or on behalf of the Affiliate, containing the details and information provided and represented by the Affiliate.
- c) **“Agreement”** means this subscription agreement together with all its Schedules and Annexures as may be amended from time to time.

- d) **“Applicable Laws”** shall mean any and all laws, regulations, directions, notifications or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative or other authority including, without limitation the Telecom Regulatory Authority of India (“TRAI”).
- e) **“Area(s)”** means the areas as provided in Schedule I - Annexure B.
- f) **“Billing Cycle”**: means the period commencing from the Start date/ 1st day of the relevant month/ and ending on the last day of such relevant month (as the case may be) for which the Affiliate is required to pay a Subscription Fee (as defined later).
- g) **“Bouquet”** or **“Bouquet of Channels”** means an assortment of distinct Zee Group Channels, offered together as a group or as a bundle or as a package.
- h) **“Channels”** shall mean all the satellite television channel(s) distributed by the Company and more specifically listed in Annexure A annexed hereto, which may be revised from time to time at the sole discretion of the Company, upon reasonable notice to Affiliate, subject to Applicable Law.
- i) **“Commercial Subscriber”** shall mean a subscriber who causes the signals of TV channels to be heard or seen by any person for a specific sum of money to be paid by such person, as defined in Clause 2 (ddb) of The Telecommunication (Broadcasting and Cable) Services (Second) Tariff (Fifteenth Amendment) Order, 2015 dated 8th September 2015 or any amendment(s)/ modification(s) prescribed thereto.
- The above stated definition of Commercial Subscriber shall be subject to change as per the directions/orders passed in Appeal No. 4 & 5 (C) of 2015 before TDSAT, Civil Appeal No. 3728 of 2015 before Supreme Court of India or any other appeal, review, application pending before any court of law/tribunal including Writ Petition No, 5161 of 2014 before Delhi High Court.
- j) **“Company”** shall mean ZEE ENTERTAINMENT ENTERPRISES LIMITED
- k) **“Company Execution Date”** shall mean the date on which the Company counter-signs this document and concludes the Agreement between the Parties. Till the execution of this document by the Company, the present document shall at best be deemed to be an offer made to the Company.

- l) **“Distribution Systems”** shall mean the local analog ground cable distribution system owned or controlled and used by the Affiliate to distribute the Service(s) in the Areas and includes all local ground analog cable distribution system owned or controlled and used by the LCOs as on the date of this Agreement and which Affiliate represents to are as detailed in Schedule I - D. It specifically excludes distribution through digital cable networks (with or without an addressable system), Direct-To-Home (Ku Band), Headends-in-the-Sky, Multipoint Microwave Distribution System / Multi-channel Multi-point Distribution System (**“MMDS”**), 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 Company in the future.
- m) **“Equipment”** shall mean the IRD(s), the Viewing Card(s) and remote as provided in Article 8.
- n) **“Expiry Date”** means 31st March 2017
- o) **“Intellectual Property Rights”** mean and include all intellectual property rights owned and/or licensed to at present or in the future to be owned by and licensed to the Company and/or the Channel or the Service Providers including but not limited any patent, copyright, trade name, trademark or service mark, any application to register any of the aforementioned rights, any right in the nature of the aforementioned rights, trade secrets, rights of attribution, integrity and similarly afforded “moral rights,” rights in unpatented know-how, inventions and technology, and any other intellectual or proprietary rights of any nature whatsoever in any part of the world, which belongs to the Company and/or its associate/Group Companies and or the Services Providers.
- p) **“IRD(s)”** or **“Integrated Receiver Decoder(s)”** means Company’s approved and / or owned device(s) that is able to receive and / or decode the Service.
- q) **“Local Cable Operators”** or **“LCOs”** shall mean the sub operators / franchisees / link operators / cable operators of the Affiliate, whose Distribution System have been authorized by the Affiliate as on the date of this Agreement and which Affiliate represents to are as detailed in Schedule I - Annexure D as per Applicable Laws.
- r) **“Material Breach”** includes the event of - Non Payment or part payment of the Subscription Fee as per the terms of this Agreement, providing untrue Statement &

Warranties, under disclosure or wrong disclosure of Subscriber Base, not providing the list of Subscribers, change of location of IRDs by Affiliate, provision of Services by the Affiliate in any other mode except analogue mode and any other breach affecting the Company's business adversely including but not limited to non-compliance of any statutes.

- s) **"Notice"** means a written communication by one Party to the other Party or Parties, as the case may be, issued pursuant hereunder that is properly addressed to the Notice Address of the other Party and hand delivered, delivered by courier or pre-paid registered postage, fax or emails.
- t) **"Notice Address"** means, unless such is amended by any Party by Notice to take effect three days after the receipt of such Notice by the recipient Party, the address of the office as set forth in the Agreement.
- u) **"Payment Period"** means the period commencing from the Start Date and ending on the last day of the Billing Cycle period to which the Subscription Fee relates during which the Affiliate makes the payment of the Subscription Fee to the Company in accordance hereof.
- v) **"Service"**: means Channel(s) service of the Company, to which the Affiliate has subscribed for further retransmission to its customer(s) in analogue mode only in accordance to the provisions hereof. Details are set out in the Affiliate Application / Data Form.
- w) **"Service Providers"** shall mean each of the owners, operators or distributors of any of the Channels.
- x) **"Start Date"**: means ____day of _____, 2016
- y) **"Subscribers"**: shall mean each connection in a private residential household or a private residential multi-dwelling unit served by the Distribution System and receiving the Service(s) from the Affiliate (directly as well as through the other LCOs). In respect of each location with multiple dwellings, each dwelling receiving the Service(s) shall be one Subscriber. Notwithstanding the above, a Subscriber shall also mean and include any individual dwelling having multiple television sets and being charged for each television set separately by the Affiliate. In respect of each television set, each television set shall be deemed to be an individual Subscriber.

- z) **“Subscriber Base”**: shall mean the number of Subscribers declared by the Affiliate to the Company for the Service(s) and as stated in Schedule I - Annexure A of the Agreement against the Service(s), on the date of execution of the Schedule I - Annexure A.
- aa) **“Subscription Fee”**: shall mean the Subscription Fee as computed in Schedule I - Annexure A.
- bb) **“Term”**: the period starting from the Start Date and ending on the Expiry Date unless earlier determined in accordance hereof.
- cc) **“Viewing Card”** shall mean a card inserted into the IRD to decrypt the signals received in order to view each Service(s).

1.2 **INTERPRETATION:**

- a) The title of this Agreement and its headings are used for convenience only and shall not affect the interpretation of this Agreement.
- b) References to this Agreement shall include its Schedules and Annexures, and this Agreement as from time to time amended.
- c) References to Recitals, Articles, Sub-Articles, Schedules, Annexures and Parties are to Recitals, Articles, Sub-Articles, Schedules, Annexures and Parties to, this Agreement.
- d) In this Agreement, (unless the context specifies otherwise), reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders.
- e) In this Agreement, (unless the context specifies otherwise), reference to an individual shall include his personal representative, successor or legal heir.
- f) Unless the context specifies otherwise, the obligations and liabilities of the Affiliate arising under or in relation to this Agreement shall be unconditional and irrevocable.

ARTICLE 2

SUBSCRIPTION RIGHT

- 2.1 Subject to the provisions hereof and representations of the Affiliate under the

Schedule- I - Annexures A, B, C and D and in consideration of prompt payment of the Subscription Fees by the Affiliate, the Company grants to the Affiliate, a non-exclusive right during the Term, to distribute the Service(s) in analogue mode through the Distribution System, in the Areas as specified in Schedule - I - Annexure B, to the Subscribers directly or through the LCOs, whose details are required to be provided to the Company by the Affiliate.

2.2 This Agreement does not authorize or give the Affiliate any rights to:

- a. provide the signals of the Services beyond the Areas authorized by the Company.
- b. distribute the signals of the Services other than analogue mode from the head end of the Affiliate. For the sake of clarity it is stated that the Affiliate does not have the right to distribute the Services via digital cable networks (with or without an addressable system), Direct-To-Home (Ku Band), Headends-in-the-Sky, Multipoint Microwave Distribution System / Multi-channel Multi-point Distribution System ("MMDS"), 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 at a later date.
- c. distribute the signals of the Services to the LCOs or Subscribers not declared by the Affiliate to the Company.
- d. distribute the signals of the Services to any Commercial Subscribers.
- e. make any interference/insertion/blacking out/de-modulation with the Services.

2.3 In case the Affiliate breaches any of the covenants in Article 2.1 or 2.2, it will amount to material breach of this Agreement and the Company shall be entitled to claim liquidated damages to the tune of Rupees One Crore Only without prejudice to any other rights available to the Company. All and any rights not specifically granted to the Affiliate in this Agreement shall remain with, and are reserved to the Company and/or its Service Providers and may be fully utilized / exploited by the Company and /or its Service providers without any limitation.

2.4 Without prejudice to the remaining provisions of this Agreement, the Company reserves the right:-

- a) to commence or continue to provide the Service(s) directly to other Affiliates and/or Subscribers and to appoint other Affiliates in the Area for the purpose of distributing the Service(s).

- b) to vary the Rates of Channels/Service(s) and/or Subscription Fees (subject to provisions of Applicable Law) after notifying such variance to the Affiliate. The Affiliate agrees to make the payment with the revised Rate and/or Subscription Fee. Such intimation of increase in the Rate or Subscription Fee will be deemed to be sufficient compliance and consent on the part of both the Parties. For the avoidance of doubt, it is clarified that inflation related hike/increase in the Rates notified by TRAI by way of Tariff Order or otherwise would become automatically applicable to this agreement w.e.f. the date of such notification and the affiliate would be liable to pay the increased subscription fee from the notification date.
- c) to discontinue any Channels/Service(s), as Company or its Service Providers shall think fit or withdraw Channels which the Company proposes to withdraw. In the circumstance any Channel/Service is withdrawn, the Subscription Fee payable by the Affiliate shall be adjusted accordingly.
- 2.5 In the event the Affiliate is desirous of increasing or adding the number of Channels to the Service, the Affiliate shall request the Company for the same. In such an event the Affiliate shall provide Subscriber details and the Parties shall mutually enter into negotiations on the additional fee payable by the Affiliate which shall be added to the existing Subscription Fee. Further in case there is any change in the Subscriber Base of the Affiliate, it is obligatory on the part of the Affiliate to intimate the revised Subscriber Base immediately and seek authorization from the Company and pay the Subscription Fee on the revised Subscriber Base.
- 2.6 It is expressly agreed between the Parties that the Affiliate's right to receive and distribute the Service(s) shall be conditional upon the performance by the Affiliate of all its obligations hereunder and mere possession of the IRD(s) shall not entitle the Affiliate to receive and / or distribute the Service(s).
- 2.7 It is further expressly agreed between the Parties that the Service(s) are provided solely on the basis of and in reliance upon the representation, warranties and declaration made by the Affiliate of its Subscriber Base which will be followed by a complete and true list of the name and addresses of all its LCOs and their Subscribers, as well as the Affiliate's direct Subscribers, along with the exact number of cable homes where Services are provided by the Affiliate or its LCOs, at the time of the execution of this Agreement and the Company reserves its right to verify the said Subscriber Base, at any time, with or without notice to the Affiliate and will be entitled to charge the Subscription Fee accordingly after notifying the same to the Affiliate.
- 2.8 It is hereby agreed that unless the Equipment is returned to the Company at the time of termination /expiry of the Agreement or otherwise; the Affiliate shall be bound to

make the payment of Subscription Fee till the date Equipment is returned to the Company.

ARTICLE 3

OBLIGATIONS OF THE AFFILIATE

Affiliate agrees and covenants with the Company to comply with and adhere to the provisions of this Agreement particularly the following, throughout the Term:-

3.1 Reception and Distribution of the Service:

At its own expense and cost, to receive and arrange to be received the Service(s), only from the designated satellites and from the designated equipments and mode as specified by the Company, and to ensure reception and distribution of the Service(s) on a separate, dedicated network for reception by the LCOs and Subscribers. Further the Affiliate has to ensure the distribution of the Service(s) in analogue mode only and must not distribute in any other mode.

Affiliate agrees and acknowledges that the Company and/or Service Providers shall have the right to change the satellite carrying each of the Services' signals to change the delivery system and to change the encryption of its signals. In the event of Affiliate being advised by the Company of any change in the satellite transmitting any of the Service(s), the Affiliate shall make all necessary arrangements to ensure continued access to the Service(s), provided that the Company shall not be liable to Affiliate, its LCOs or Subscribers for any failure to access the Services as a result of any such change.

3.2 Approvals and Licenses

At its sole cost and expenses, to obtain all licenses, approvals, authorization, permissions, registrations and permits necessary for receiving and distributing the Service(s) and for performance by the Affiliate of its obligations hereunder.

3.3 Affiliate Registration:

Obtain and maintain a registration certificate in its name under the Cable Television Network (Regulation) Act, 1995 for running a cable television network and undertakes to renew the same from time to time. The Affiliate shall make available a copy of the said registration certificate to the Company as and when called upon to do so, failing which the Company has the right under law to terminate this Agreement and disconnect the signals of the Service(s) provided to the Affiliate.

3.4 **Continuous and Quality Transmission**

Maintain a high quality of signal transmission for the Service(s) without any disturbances or disruptions or interruptions. The Affiliate agrees and undertakes that it shall ensure continuous distribution of the Service(s) (in its entirety) during its telecast by it and /or its LCOs, in the same manner as it is received without any further de-modulation of the signals of the Service(s) and without blacking it out or interfering with the Service(s) or their signals in any manner whatsoever.

3.5 **Non Transfer of IRD(s)**

- (a) Except in accordance with the provisions hereof, not to transfer, tamper, alienate or part with possession of the Equipment to and in favour of any third party or any other place and any transfer of Equipment without the prior written approval of the Company shall be illegal and impermissible; and
- (b) Not to change Installation Address (as mentioned above) of Equipment without the prior written approval of the Company.
- (c) In case the Equipment is transferred to any other location different from the Installation Address and/or transfer/alienation to any other person without written approval of the Company it will be in contravention to the terms of this Agreement and will amount to be a material breach. In such situation the distribution of the Service will be deemed as without authorization from the Company and this Agreement will be terminated by giving two days notice or the notice as specified in the Applicable Law, to the Affiliate and the signals of the Services will be de-activated without prejudice to any other rights of the Company.
- (d) It is agreed and clarified that mere intimation by the Affiliate for any event as mentioned above will not be deemed as compliance of this Article, the transfer shall take place only on prior written approval of the Company.

3.6 **Event/Programming Options**

That the Company and/or Service Providers shall have the sole and exclusive right and privilege to determine which program, advertisements, messages and content and the like which shall be included in the Service(s). The said programs etc. can be withdrawn at any time by the Service Providers without any prior notice to the Affiliate. The Affiliate shall distribute the Channels in its entirety as and in the same manner as it is delivered by the Company, without any addition, deletion, demodulation, turning around, modification or variation in the Service(s) or signals thereof, whatsoever. In case the channels are not distributed as per the terms of this Article, the Affiliate shall be liable to pay a liquidated damages minimum of Rs. 5 lacs apart from paying the actual revenue earned by the Affiliate on such disruptions and without prejudice to

any other rights of the Company.

3.7 **Records and Accounts:**

To keep proper and up-to-date books of accounts and records showing all transactions relating to the Service(s) and, in particular;

- a) name and address, billing & payment and other details of all the Subscribers including the channels being subscribed by the Subscribers;
- b) name and address, and other details of all LCOs along with their Subscriber Base; and
- c) send a copy of the same to the Company within five days after expiry of every month and also send a copy of the same on demand of the Company.

3.8 **Access to Records/Audit**

- a) to make available to the Company, during the Term and for a period of two years after the termination/expiry of this Agreement, any books of account, records, reports, returns and other information relating to the Service(s), IRD(s), LCOs or the Subscribers as the Company may require; and
- b) to allow the authorized officers, employees or representatives of the Company to have access to any books and records and to take such copies of them as they may require. Provided however that neither Company's acceptance of any such information, nor Company's inspection or audit of the Affiliate's records or accounts will prevent the Company from later disputing the accuracy of completeness of any payment made to the Company or information supplied, including Subscriber Base.

3.9 **Reports:**

- a) The Affiliate shall within 7 days after the end of each month of the Term, provide the Monthly Subscriber Statement for the previous month ("**Subscriber Statement**") in terms of Applicable Law.
- b) Provided that the Company shall accept the Subscriber Statement Report furnished by the Affiliate subject to necessary scrutiny and verification. Non-provisioning of Subscriber Statement shall amount to material breach of the terms of this Agreement and TRAI's Interconnect Regulations dated 10.12.2004 (as amended).

3.10 **Protection of Intellectual Property:**

- a) Use its best efforts to promote an awareness of the Service(s) among its LCOs and Subscribers.
- b) Agrees and understands that the Affiliate shall not acquire any ownership or other rights with respect to the Services except as expressly set forth in this Agreement, nor shall the Affiliate grant to others, the right to use the Services or any other rights in and to the Services except as specifically set forth in this Agreement.
- c) understands that 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 Services (collectively, the “**Intellectual Property**”) shall belong exclusively to the relevant Service Providers of each Channel or its respective affiliated companies or licensors. The Affiliate shall not acquire any proprietary or other rights in the Intellectual Property to which the Company or its associates or principals (the owners/broadcasters of the Services) assert proprietary or other rights, which the Company 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 Services only with the prior written consent of the Company. 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 Services, which are distributed by the Affiliate. Such marketing materials shall require the prior written approval of the Company.
- d) Not to cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so.
- e) Not to interfere with the Services/signals of the Services of the Company which include any insertion or deletion in any material or mark in the Services, turning around, demodulation of the Services and signals thereof.
- f) To distribute the Service in its entirety and in the same manner without blacking out and/or interfering with the signals of the Services.
- g) To notify the Company of any suspected infringement of the Intellectual Property.
- h) To extend all co-operation as may be required by the Company for taking

necessary action against such infringement.

- i) To compensate the Company or the owners of the Channel(s) for any use by the Affiliate of the Intellectual Property otherwise than in accordance with this Agreement.
- j) To indemnify the Company for any liability incurred to third parties for any use of the Intellectual Property otherwise than in accordance with this Agreement.
- k) On the expiry or termination of this Agreement forthwith to cease to use the Intellectual Property save as expressly authorized by the Company in writing.
- l) Not to apply for registration of the Trade Name as a trade mark but to give the Company any assistance it may require in connection with the registration of the Trade Name as a trade mark and not to interfere with in any manner nor attempt to prohibit the use or registration of the Trade Name or any similar name or designation by any other Affiliate of the Company.
- m) Not to tamper with any markings or nameplates or other indication of the source of origin of the Channels or the Service which may be placed by Company or the owners of the Channel(s).
- n) Not to use any name or mark similar to or capable of being confused with the trade Name or the mark of the Company.
- o) Not to remove any name or mark including fingerprinting from the Services of the Company.
- p) to use its best efforts to promote awareness of the Service among its LCOs and Subscribers.
- q) not to acquire or claim any proprietary rights in the Intellectual Property.
- r) to keep as confidential and not publish or disseminate terms of this agreement and existence thereof, any material /information which violates any conditions imposed by the Company or its program suppliers and disclosed to the Affiliate by the Company for purpose of this Agreement, without the prior written consent of the Company.

3.11 **Details of Subscriber Base:**

- a) The Affiliate shall provide a complete and true list of the name and addresses of all its LCOs and their Subscribers as well as its direct Subscribers, along with the exact number of cable homes where Service(s) are provided by the Affiliate and/or its LCOs, at the time of execution this Agreement and from time to time as per the terms of this Agreement. It is agreed between the Parties that in case of any change in the number of households or ultimate Subscribers serviced by the Affiliate (directly or through LCOs), he shall promptly inform the same to the Company.
- b) The Affiliate shall also provide a list of each location within the Area to which its LCOs are providing the Service(s) including each dwelling at the time of execution of the Agreement and any changes therein at the end of every month.
- c) The Affiliate shall honestly and truthfully declare the number of its LCOs and its Subscribers as well as its direct Subscribers and any under-declaration or mis-declaration of the number by the Affiliate shall imply that the distribution of Services is unauthorized and the Company is entitled to deactivate the Services/terminate the Agreement by giving two days notice or the notice as per the Applicable Laws.

3.12 **Revision of Subscriber Base:**

- a) The affiliate agrees and acknowledges that the Company may, at any point of time during the Term, review and based on such review, determine that the actual number of Subscribers of the Affiliate is greater than the Subscriber Base declared under Schedule I - Annexure A, The Company may at its sole discretion call for an increase in the Subscriber Base which Affiliate has declared for its Distribution System, in the Schedule I :Affiliate Application/Data Form and with reference to which Affiliate is paying the Subscription Fees. If such review shows that the Subscription Fees for prior months were not paid in full, the Affiliate shall pay the Company the difference within 7 days' after such determination. If Affiliate fails to pay such additional fees, The Company may immediately suspend any of the Services or terminate this Agreement without prejudice to its rights to claim such additional fees with applicable interest.
- b) In the event the Company believes in its sole discretion that Affiliate has suppressed or failed to disclose to the Company the correct number of Subscribers

and/or LCOs, the Company may call for increased Subscription Fees from Affiliate to the extent of the number of Subscribers and/or LCOs that were not properly declared by the Affiliate.

- c) If during the Term, the Affiliate authorizes/joins the Distribution System of any LCO or joins any Subscriber(s), without Company's prior written consent and without amending the Schedule I : Affiliate Application/Data Form revising the Subscription Fee payable on account of joining of new LCO/ Subscribers, the Affiliate shall be deemed to have unauthorized access to the signals of the Services and the Company shall have the right to terminate the Agreement and/or disconnect the signals of the Services in addition to any other legal or equitable remedies available to it.
- d) If during the Term, the Affiliate wants to add any Channel to the Services, the Parties shall revise the Subscriber Base and the Subscription Fee payable on account of such revision, at mutually agreed terms and accordingly amend the Annexure / Schedule, hereto
- e) During the Term of the Agreement, if the Affiliate or the Company desire to amend the Subscriber Base and the Subscription Fees payable on account of such amendment in Subscriber Base, the Party requesting for such change is obliged to provide reasons accompanying evidence for the proposed change, following which both parties may verify such documentation and then based on the merits, consider re negotiations for a change in the Subscriber Base/Subscription Fee.
- f) For the avoidance of doubt, it is hereby clarified that no change in Subscriber Base/Subscription Fee shall take effect unless, it is agreed by both Parties through an amendment in Schedule I: Affiliate Application/Data Form.
- g) In the event any independent Affiliate of the Company (who is or was taking signals directly from the Company), joins/merges with the Affiliate and no longer continues to take signals of any of the Services from the Company, then the monthly Subscription Fees payable by the Affiliate shall be increased by the minimum of the same amount, which the (erstwhile) Affiliate was liable to pay to the Company prior to such joining. Further, the Affiliate shall also be responsible to pay the outstanding subscription fees of such (erstwhile) Affiliate. This shall also apply in case of those independent affiliates, whose signals may have been deactivated / disconnected by the Company. For the avoidance of doubt it is hereby clarified that in the event the Company disconnects signals to such any

independent affiliate then the Affiliate shall not provide signals to such independent affiliate without prior written approval of the Company.

- h) Subscriber numbers of LCOs, if any mentioned in the Schedule I : Affiliate Application/Data Form shall be deemed to be only a declared number and would not be considered to be the basis of execution of Subscription Agreement unless, already cross verified by Affiliate and the Company by means of a joint verification exercise (which would include joint survey, physical verification of documents of the LCOs, counting of subscribers). In the event of any dispute on the veracity of subscriber numbers of LCOs disclosed by the Affiliate in Schedule I : Affiliate Application/Data Form (either during the Term of the Agreement or during negotiations for renewal and execution of new Agreement) then, the Parties shall undertake joint verification exercise of the disputed LCOs declared by the Affiliate. For the purposes of joint verification exercise, The Company shall choose the LCOs out of those declared by the Affiliate. The Affiliate agrees to render full support and assistance to the Company during the joint verification exercise. On the basis of outcome of the joint verification exercise, subscriber numbers of LCOs shall be determined by the Parties on pro-rata basis for all the LCOs disclosed by the Affiliate, basis which the Company may call upon the Affiliate to execute fresh Annexure(s) or Agreement as the case may be.

3.13 Compliance of Statutes and regulations

- a) The Affiliate shall comply with all the Statutes, particularly "The Cable Television Networks (Regulation) Act, 1995, Copy Rights Act, 1958, TRAI Act and other Acts, rules and regulations made there under or any modification thereof including without limitation the Standards of Quality of Service (Broadcasting & Cable Services) (Cable Television – non-CAS areas) Regulations, 2009 dated 24.02.2009; the Telecommunication (Broadcasting & Cable) Services (Second) Tariff Order, 2004 dated 01.10.2004 (as amended); and the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 dated 10.12.2004 (as amended) and shall be solely liable for all defaults at its end.
- b) Affiliate undertakes to the Company that for the purposes of Rule 6(3) of the Cable Television Networks Rules, 1994 (as amended) it shall carry or include programmes of Services from the Company in its Distribution System only in respect of its Subscribers / LCOs / Area(s) declared to the Company and to the extent covered under this Agreement.

- c) In case the Company is required to pay any penalty/payment etc. to any authority/person due to default of the Affiliate the same shall be reimbursed and indemnified to the Company without any objection raised by the Affiliate.

3.14 **TRANSFER / ASSIGNMENT OF SERVICES**

- a) Except in accordance with the provisions hereof, not to transfer/assign its network and/or agreed Area (as mentioned in this Agreement) or part thereof to any other Affiliate/network without the prior written approval of the Company and any such transfer/assignment shall be illegal, without authorization and impermissible;
 - b) It is further agreed that the Affiliate shall distribute the Service only in the agreed Area and the distribution of Service beyond the agreed Area will require written authorization/approval of the Company as well as an Agreement will be required to be signed for the same and the distribution of Service beyond the agreed Area without authorization will be deemed as illegal and unauthorized distribution. It is clarified that for abovesaid transfer/assignment and/or extension of distribution of Services in other Area a written approval of Company is required and mere intimation by the Affiliate for any such transfer/extension will not be deemed as consent of the Company.
 - c) If the Company has consented to such transfer under the provisions hereof; a separate Agreement will be executed with the new party and this Agreement will be deemed to be terminated from the date of execution of new agreement. The Company shall have the right to vary the Subscription Fee payable by such third party. In any event, the transferee shall also pay and the Affiliate shall cause the transferee to pay to the Company for minimum number of LCOs as the Affiliate is or was paying at the time of transferring the Service to the third party transferee.
- 3.15. Any agreement entered into by the Affiliate, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the Affiliate, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and Affiliate shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.

- 3.16 The Affiliate agrees that it shall not make its Subscribers take other channels or services or fulfill any other commercial consideration as a precondition to receiving the Channel(s) of ZEEL.
- 3.17 The Affiliate shall offer the Channels to Subscribers on an as-is basis in a linear manner only and shall not offer any Channel on the basis of any specific programming event, feature, characteristic or attribute. Affiliate shall make available the Channels in a Subscriber Package to Subscribers on 24/7/365 basis with effect from such Channels being activated at the Subscriber's end till the time such Subscriber is switched off by Affiliate for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to such Subscriber Package in accordance with extant regulations, provided that the Affiliate shall continue to offer and shall not remove any Channel or discontinue the exhibition of any Channel offered by it as part of a Subscriber Package for a period of six (6) months from the date of availing such Subscriber Package by a Subscriber or such other higher period for which the subscription charges have been paid by the Subscriber in advance.
- 3.18 It is agreed that no independent advertising shall be inserted by Affiliate and Affiliate shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.
- 3.19 The Affiliate shall not offer the Channels in a Subscriber Package in a manner which directly or indirectly permits the Subscriber to remove or discontinue subscription to any Channel offered as part of a Subscriber Package.
- 3.20 If the Company launches any new channel during the Term of this Agreement, the Affiliate shall be entitled to opt for it on A-la-carte basis and have it included within the scope of the arrangement contemplated under this Agreement.
- 3.21 The Affiliate shall not distribute or otherwise deal with the Channel(s) other than as expressly permitted under this Agreement. The Affiliate shall offer the Channel(s) to Subscribers either on an A-la-carte basis or as a Subscriber Package. Further, the Affiliate shall not offer limited period exhibition of any Channel(s) to Subscribers.

ARTICLE 4

PAYMENT OF SUBSCRIPTION FEE

- 4.1 The Affiliate shall pay to the Company a fee ("**Subscription Fees**") equal to the A -La Carte Rate and / or Bouquet Rate as set out in Schedule I - Annexure A as the case may be multiplied by the Subscriber Base. The Subscription Fee shall be payable at such

intervals and on such dates (“Due Date”) as provided in Schedule I - Annexure A.

- 4.2 The Affiliate agrees to pay to the Company the Subscription Fees in terms of Schedule I - Annexure A and all other dues as mentioned herein below without any deduction or set-off, on or before the Due Date, irrespective of that the invoice is received by the Affiliate:
- (a) All Subscription Fees and or all revisions or modifications thereof, due and payable to the Company on or before Due Dates;
 - (b) Any other sum payable by the Affiliate to the Company under this Agreement or any other related agreement;
 - (c) All taxes and duties (including Service Tax) and any other payments statutorily required to be made by the Affiliates to the Company; and
 - (d) All payments under this Agreement shall be subject to the provisions of Income Tax and/or any other Taxation Statutes prevailing in India.
- 4.3 The Subscription Fees shall be paid by the Affiliate to the Company by way of a Demand Draft, Pay Order, cheque payable at par favoring M/s Zee Entertainment Enterprises Limited. No cash payments shall be made by the Affiliate towards Subscription Fees or any other dues whatsoever. In case any cheque issued by the Affiliate towards Subscription fees is dishonoured for whatsoever reason, then in such an event, the Affiliate is liable to pay a penalty of Rs. 3,000/- for such payment default. After first default, at the sole discretion of the Company, no payment of monthly Subscription Fees shall be accepted by the Company from the Affiliate other than by way of a Demand Draft issued in favour of the Company.
- 4.4 The Company reserves the right to revise the Rate for the Channels charged by it to the Affiliate subject to Applicable Law. Any change in the Rate communicated to Affiliate by the Company shall automatically be deemed to be an amendment to Schedule I - Annexure A without the need for an executed amendment to this Agreement.
- 4.5 In the event of any revision in the Rate brought about by any statutory authority including but not limited to the TRAI or any other quasi judicial, judicial or other authority, the revised Rate shall apply from the date such revision is notified by such authority or the date of effect of such revision (whichever is earlier), and shall automatically be deemed to be an amendment to Schedule I - Annexure A without the need for an executed amendment to this Agreement.
- 4.6 All payments including the Subscription Fee as mentioned in the Schedule I - Annexure A are payable by the Affiliate to the Company hereunder, shall be paid net of (a) all taxes and charges or levies; (b) any bank of transfer or similar fees or charges and the liability of all such taxes including the Service tax, payments or charges shall be solely of the

Affiliate. For the sake of clarity, in between the Parties, the Affiliate shall be responsible for payment of all taxes including Service Tax, levies and charges imposed by or under Applicable Law relating to the Service(s) or in respect of them.

- 4.7 In the event that Company is of the opinion that, the number of Subscribers who are receiving the Service(s) are much more than the number of Subscribers as declared by the Affiliate in the Affiliate Application/Data Form in Schedule I - Annexure A, the Company may at its sole discretion and upon notice to the Affiliate, increase the Subscription Fees and the Affiliate agrees to pay the increased Subscription Fees in accordance with the provisions hereof, without raising any dispute in this regard, unless he proves, within five days from the demand made by the Company, that the opinion of the Company is based on wrong information/assumption.
- 4.8 The Affiliate agrees to pay the revised Subscription Fee without any dispute with immediate effect, even if he has already made the payment of the entire amount of the Subscription Fees upfront/ in advance in full at the time of execution of the Agreement and, which was applicable at the time of execution of the Agreement, the Affiliate agrees and undertakes to pay the differential amount of the Subscription Fees on a pro rata basis, from the effective day of such revision, within a period of five days from the date of such revision, failing which the Services of the Affiliate shall be liable for deactivation and the amount already paid by the Affiliate shall be liable to be forfeited.
- 4.9 If the Subscription Fees, or any other charges as specified in this agreement or any other agreement executed in this connection, is not paid by the Affiliates on Due Date, the Company may take any or all of following recourses without prejudice to any other rights under this Agreement or Applicable Law:
- (a) switch off the IRD(s) boxes immediately subject to the Applicable Law, and upon the disconnection of the Service, whether accompanied by termination or not, all sums due and payable by the Affiliate shall immediately become due and payable;
 - (b) terminate this Agreement, by giving three days notice or the notice as specified by the provisions of Applicable Law, and take back possession of the IRD(s).
 - (c) charge an interest of 18 % p.a. @ or at the rate prescribed by any Applicable Law, whichever is higher, compounded monthly from the date such amounts became due until they are fully and actually paid.

Upon disconnection of the Service, whether accompanied by termination or not, all sums due and payable by the Affiliate to the Company shall immediately become and remain due and payable.

Provided however, the Company may at its discretion, waive its right to disconnect the Service and/or terminate this Agreement, upon such terms and conditions as the Company may deem fit and proper, which shall, inter-alia, include the receipt by the Company (a) of the entire arrears of Subscription Fees and other charges due and payable by the Affiliate under the terms of this Agreement, together with interest accrued thereon; and (b) the re-connection charges as may be decided by the Company.

- 4.10 In case any Service(s) were de-activated as per the Article 4.8 of the Agreement and are subsequently re-installed on fulfillment of the obligations by the Affiliate, the Affiliate will in any case be liable to pay the damages and Subscription Fees for the period during which the Services are or were suspended.
- 4.11 In case the Company is required to incur any cost for de-activating the Services of the Affiliate (due to breach committed by the Affiliate), the same shall be reimbursed by the Affiliate to the Company without raising any dispute.
- 4.12 If the Affiliate wishes to transfer the Service to or in favour of any third party and the Company has consented to such transfer under the provisions hereof, the Company shall have the right to vary the Subscription Fee payable by such third party. In any event, the transferee shall also pay and the Affiliate shall cause the transferee to pay to the Company for minimum number of LCOs as the Affiliate is or was paying at the time of transferring the Service to the third party transferee.
- 4.13 The Affiliate shall make payment of the Subscription Fee to the Company as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any carriage fee or placement charges receivable by the Affiliate from the Company, its affiliated companies (including any holding, subsidiary and / or associate entities of the Company), channel owners and/or Service Providers.
- 4.14 The Affiliate shall be strictly under an obligation to pay the regular monthly Subscription Fee to the Company by/on the Due Date. However, if at all due to any exceptional circumstances, in case any outstanding or arrears which have been allowed to be carried forward by the Company by way of a written communication and have remained unpaid as on 31st March 2011 and/or on the expiry of this Agreement (whichever is earlier) ("**Last Date**"), the Affiliate shall be under an obligation to pay all the outstanding Subscription fee to the Company on or before the Last Day, without carrying forward any arrears on any account whatsoever.
- 4.15 The Affiliate agrees and acknowledges that in case it operates through any of its joint venture/affiliated/ associated/partner network(s) in different parts of the Cities/Country in DAS and NON DAS areas then it shall be the sole responsibility and obligation of the Affiliate to clear all the accumulated arrears/dues which are not paid by any such joint

venture/affiliated/ associated/partner entities to the Company on the Due Date during the validity of this Agreement, irrespective of the fact that separate subscription agreement(s) have been executed by any of the joint venture/affiliated/ associated/partner entities with the Company.

- 4.16 Affiliate agrees and acknowledges that the Company may, at any point of time during the Term, review and based on such review, determine whether the actual number of Subscribers of the Affiliate is greater than the Subscriber Base declared by the Affiliate under Schedule I - Annexure A. In case the actual number of Subscribers of the Affiliate is greater than the declaration, the Company may at its sole discretion call for an increase in the Subscriber Base which the Affiliate has declared for its Distribution System and with reference to which the Affiliate is paying the Subscription Fees. If such review shows that the Subscription Fees for prior months were not paid in full, the Affiliate shall pay the Company the difference within 7 days after such determination. If the Affiliate fails to pay such additional fees, the Company may immediately suspend any of the Services or terminate this Agreement without prejudice to its rights to claim such additional fees or rendition of accounts with interest.
- 4.17 The affiliates agrees and acknowledges that this agreement shall be valid earlier of the:-
- (i) till the term indicated in the agreement or
 - (ii) till the date of implementation of DAS in the area(s) serviced by the affiliate as per the notification issued by the Ministry of Information and Broadcasting (MIB) Govt. of India.
 - (iii) the affiliate shall be under a legal obligation to clear entire Non-DAS outstanding subscription arrears forthwith which have remained unpaid on the date of the implementation of DAS in such area(s) referred to as DAS notified area(s).
- 4.18 If during the Term, the Affiliate wants to add any Channel to the Service(s), the Parties shall revise the Subscriber Base and the Subscription Fee payable on account of such revision, at mutually agreed terms.
- 4.19 During the Term of the Agreement, if the Affiliate or the Company desires to amend the Subscriber Base and the Subscription Fees payable on account of such amendment in Subscriber Base, the Party requesting for such change is obliged to provide reasons accompanying evidence for the proposed change, following which both Parties may verify such documentation and then based on the merits, consider re negotiations for a change in the Affiliate Base/Subscription Fee.

ARTICLE 5

REPRESENTATION AND WARRANTY OF THE AFFILIATE

- 5.1 In consideration of the Company providing the Service(s) to the Affiliate in accordance with the provisions hereof, the Affiliate on behalf of himself and the LCOs, agrees, represents, warrants and covenants with the Company that: -
- (a) the Affiliate has the requisite power and authority to enter into this Agreement and to fully perform respective obligations hereunder.
 - (b) the Affiliate shall pay to the Company the Subscription Fee and revision thereof in time and also any difference between the Subscription Fees and any revisions thereof determined in accordance with the provisions of this Agreement.
 - (c) the Service shall be distributed and viewed only in accordance with the terms of this Agreement.
 - (d) the Equipment shall at all times be kept at or within the premises of the Installation Address and the Company may at any time enter the Installation Address, through its duly authorized representatives and inspect the Equipment.
 - (e) The Affiliate shall not, without the prior written consent of the Company, transfer, remove or shift the Equipment from the Installation Address.
 - (f) The Affiliate shall not shift, remove, 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. Any such act by the Affiliate shall be construed as a willful and criminal default on the part of the Affiliate in addition breaches of its obligations hereunder.
 - (g) The Affiliate shall not use any decoding /receiving equipment other than that recommended by the Company and shall not use such equipment for any purpose except in connection with receiving the Service.
 - (h) The Affiliate shall at all times ensure that the LCOs and/or the Subscribers shall not:-
 - (i) sell or make any charge for viewing or in any manner commercially exploit the Service or any part of it;
 - (ii) reproduce or redistribute free or for a charge or re-sell by any means or make any recording of the Service(s) or any part of it; or

- (iii) allow any third person to reproduce, redistribute free or for a charge, resell the Service(s) or any part of it.
 - (iv) it shall be the sole responsibility of the Affiliate and its LCO's to ensure that it does not re-distribute any of the ZEEL pay channels free of cost to any of its Subscribers or anybody whatsoever. Non compliance of the same shall be treated as a material breach.
- (i) In respect of the LCOs, the Affiliate shall ensure that:-
- (i) the LCO is in compliance and shall comply with of all the terms of this Agreement and all the statutory & regulatory aspects including those pertaining running the network and laying cable in that area and has obtained all applicable licenses and permissions from appropriate authorities valid for conducting its business;
 - (ii) the information set out in the Schedule I : Affiliate Application /Data Form and in the quarterly report and representation made by the Affiliate as per the terms of this Agreement, specially with respect to number of LCOs and its connectivity is true, accurate and correct. In the event that any of such information or declaration is found to be inaccurate or incorrect the Company shall be free to suspend the Services by giving two days prior notice and without any liability whatsoever and charge the requisite difference of subscription fee from the Affiliate for the period of continuance of past service to the LCO.
 - (iii) the LCO does not misuse the Service hereunder provided and or use the Service in any manner contrary to the provisions of this Agreement.
 - (iv) the LCO shall notify the Affiliate of (a) any change in Subscriber information as and when that change occurs; (b) any change in the number of Subscribers resulting from the LCO's purchase of or merger with any other television distribution system or, for any other reason.
 - (v) the LCO has the appropriate network, good and paying Subscriber Base, necessary infrastructure including office, support staff and equipment for running the cable operations smoothly and efficiently and discharging its entire obligations under this Agreement.
 - (vi) the LCO is not in breach of any contractual obligations to other service provider to whom it is connected in any manner whatsoever.
 - (vii) the LCO has been appointed hereunder based among others, on the above mentioned express representations and its confirmation that this agreement and the payments to be made hereunder and the obligations

to be discharged are for the definite minimum term.

- (viii) the LCO shall neither itself nor authorizes others to copy, tape or otherwise reproduce any part of the Service, without the Company's prior written authorization. It shall not copy or tape programs or re-sale or sub-license and shall immediately notify the Company of any unauthorized copying/taping or use of any part of the Services and shall fully co-operate with all request by the Company to take such steps as are reasonable and appropriate to cause such activities to cease. It shall not distribute or exhibit or authorize, license or permit the distribution or execution of, the Service by any means or device now known or hereafter devices, other than throughout the distribution systems listed in the Agreement in accordance with the terms of this Agreement and shall not without Company's prior written consent, add any distribution systems to this Agreement or distribute the Service via any distribution system or medium not covered by this Agreement.
- (ix) The LCOs shall distribute the Services in accordance to the terms and spirit of this agreement and all the obligation applicable to the Affiliate towards the Company will be deemed to be applicable to the LCO.
- (j) The Company at any time during the Payment Period or prior to renewing the Service for any further Payment Period, may require the Affiliate to enter into and deliver an addendum to this Agreement, in such form and on such terms as Company may direct. And such addendum shall form part of this Agreement.
- (k) In the case of LCO, if the Company becomes aware that the number of Subscribers and/or its connectivity is more than what is disclosed by the Affiliate prior to the Start Date, the Company may give the Affiliate notice of revised Subscription Fee payable during the Payment Period and the Affiliate shall be liable to pay such revised Subscription Fee to the Company. In such an event, the Company may charge the Affiliate an audit fee for carrying out any investigation required to ascertain the number of subscribers or connectivity and or ascertaining the revised Subscription Fee payable by the Affiliate.
- (l) Prior to the end of each Payment Period, the Company may and not obliged to issue the Affiliate an invoice setting out the Subscription Fees and other charges applicable for the next payment period. Upon its receipt of the Subscription Fee as set out in that invoice, and unless the Company otherwise provides, the Service for the next payment period shall be renewed on the same

terms and conditions as are set out in this Agreement.

- (m) The Affiliate is and shall be responsible for payment of all taxes, levies or charges, penalties, imposed by or under any statute, law, rule, regulation or administrative procedure relating to the Service, including and in respect of the retransmission of Service or of the Affiliate's exercise of right to receive remuneration thereof.
- 5.2 The Affiliate recognizes and acknowledges that the Company has entered into this Agreement on the basis of and in reliance upon the accuracy of the Declaration, Representations and Warranties of the Affiliate in the Schedule I and otherwise and the LCOs and Subscriber Base as set out in Schedule I or otherwise.
- 5.3 The Affiliate agrees with the Company that each warranty which is set out in this Article or which could be treated as a separate warranty shall be construed independently of any other. Each of the warranties is a separate and independent warranty, representation and undertaking and the rights of the Company under, and the meaning given to, any one such warranty shall not be restricted by reference to any other warranty.
- 5.4 The Affiliate undertakes that the warranties as set out in this Article to the extent each of them may be relevant and applicable to the Affiliate's business in the future, shall remain a valid and binding representation up to the end of the term of this Agreement.
- 5.5 The rights and remedies of the Company in respect of any breach of the warranties shall not be affected because of an investigation made prior to the execution of this Agreement by or on behalf of the Company, into the affairs of the Affiliate or details set out in the Schedule I. Notwithstanding any right or remedy that may be available to the Company under law, the Affiliate shall indemnify and hold harmless the Company, or any of its directors, officers or agents against any loss, damages, costs or expenses arising out of the breach of any of the representations or warranties contained in this Article.
- 5.6 The Affiliate have verified that all the representations and covenants, and all information contained in the recitals to this Agreement and in the Schedule I are true, accurate and correct and that no material information, particulars or details have been omitted, concealed or otherwise not disclosed or remain to be furnished to the Company.
- 5.7 It is expressly recognized between the Parties that the breach by the Affiliate of any of the representation, warranties or covenants set out in this Agreement shall, shall constitute an event of material default by the Affiliate under this Agreement, and shall entitle the Company to disconnect the Service(s) and terminate this agreement and claim damages without prejudice to any other rights.

- 5.8 The Affiliate undertakes that he has read and understood all the terms and conditions of this agreement in details and is fully aware of the same and executed this contract with his free consent.
- 5.9 The Affiliate agrees to receive all kinds of communications i.e. by way of SMS/Telephone calls from M/s ZEE Entertainment Enterprises Limited /authorized representatives/authorized call centers w.r.t. payment of outstanding amount, renewal of Subscription Agreement, submission of documents, feedback etc. without any demur or objection thereto, whatsoever.

ARTICLE 6

LIMITATION OF LIABILITY OF THE COMPANY

- 6.1 It is expressly understood and agreed between the Parties that the Company shall have no liability or obligation whatsoever under this Agreement, towards the Affiliate or the LCO, arising from and in respect to :-
- (a) any defect or damage in Equipment and which is or may be used by the Affiliate;
 - (b) any defect in the Equipment attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the Company's instruction, or any use of the Equipment with any apparatus or equipment not authorized by the Company;
 - (c) any action or failure to act or default on the part of any Equipment distributor or installer.
 - (d) any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of the Company;
 - (e) any indirect or consequential loss resulting or any other default on the part of the Company or any of its officers, employees, suppliers, distributors or agents or any vendor of an Equipment.
 - (f) Withdrawal, discontinuation, black out, interruption or suspension of any Channel or programs by the Service Providers or otherwise.
- 6.2 It is expressly agreed by the Affiliate that the Company has not offered or provided any warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and Company's obligations there against. In particular any and all other warranties of any kind whatsoever, including those for non-infringement of intellectual property, merchantability and/or fitness for a particular purpose, are expressly excluded. Affiliate agrees that Company shall not be liable for any consequential, incidental, indirect, remote, economic or punitive damages

even if Company has been advised of the possibility of such damages.

ARTICLE 7

TERM

- 7.1 Unless otherwise earlier in terms of this Agreement, the rights and obligations of Parties under this Agreement shall commence from the Start Date and shall remain in force till Expiry Date (“**Term**”).
- 7.2 After the expiry of the Term and also the period of negotiations contemplated in Clause 8 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 dated 10.12.2004 (as amended), pending negotiations and execution of new agreement between the Parties, distribution of the Services shall be governed on the basis of stipulations contained in this Agreement. The present Article shall be deemed to be sufficient interim arrangement as contemplated in Paragraph 13 of Explanatory Memorandum to TRAI’s the Telecommunication (Broadcasting & Cable Services) Interconnection (Third Amendment) Regulation, 2006 dated 04.09.2006. However, all stipulations, terms and conditions of the new agreement shall be applicable from the date of expiry of Term (mentioned above) of this agreement.
- 7.3 Affiliate agrees and accepts that the new commercial terms shall become applicable from the date of expiry of the Term of this Agreement and that if the Parties are not able to arrive at a mutually acceptable new Agreement then either Party may disconnect retransmission of the signals of the Services at any time after the expiry of this Agreement after giving notice in pursuance to the Applicable Law. Provided, however that in case of such disconnection, the Affiliate shall be required to pay the Subscription Fee (on the basis of this Agreement) till the date of deactivation. Parties record that payment of Subscription Fee on the basis of this Agreement shall be in addition to and not in derogation of the Company’s right to claim rendition of accounts.
- 7.4 In the event that the Parties fail to enter into a new agreement prior to the expiry of the Term, the provisions of the Agreement shall continue to apply to the Channels provided to the Affiliate until the earlier of: (i) the execution of a new agreement between the Parties for the provision of the Channels; or (ii) 3 (three) months from the date of expiry of Agreement. In the event that the Parties enter into a new agreement in respect of the Channels, prior to the expiry of the aforesaid period of 3 (three) months, the new agreement shall apply from the date of expiry of the Term.
- 7.5 Notwithstanding anything to the contrary contained elsewhere in this agreement, it has been specifically agreed by the Affiliate that this agreement cannot be terminated before

its expiry. It is agreed by the Affiliate that in the event Affiliate terminates and/ or suspends this Agreement for any reason whatsoever (other than the reason attributable to any breach by the Company and/or implementation of DAS in The Areas covered by this agreement) the Affiliate shall be liable to pay the agreed subscription fee to the company for the un-expired period of the agreement i.e. the entire agreed Subscription fee referred to hereinabove as reduced by amounts already paid by Affiliate towards such subscription fee.

ARTICLE 8

EQUIPMENT AND ADDITIONAL CHARGES

8.1 ADDITIONAL CHARGES

the Company 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, upon payment of the below charges ("**Additional Charges**"):

- a) "**Security Deposit**": The Company may require the Affiliate to make interest free refundable Security Deposit or Rs. 4,500/- per IRD.
- b) "**Processing Fees**": The Company may require the Affiliate to pay one time non-refundable Processing Fee of Rs. 500/- per IRD.
- c) "**Courier Charges**": The Affiliate shall pay the courier charges, octroi, taxes, and other levies and transportation charges, if any, for the Equipment on actuals.

The abovementioned charges shall be levied on a one time basis during the Term of the Agreement and when any new Channel is launched 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 Company of the receipt or non-receipt of the Equipment then it will be deemed that the Affiliate has received the Equipment.

8.2 THE VIEWING CARD

- a) The Viewing Card(s) supplied by the Company or its Service Providers shall at all times remain the sole and exclusive property of the Company and/or respective Service Providers and the Affiliate shall forthwith return the same to the Company upon expiry or earlier termination of the Agreement and/ or, at the request of the Company. It is clearly understood by the Affiliate that mere possession of a Viewing Card(s) shall in itself not confer any right on the Affiliate to receive the Services.

- b) The Affiliate shall use the Viewing Card(s) only in terms of the Agreement and at the Installation Address mentioned in the Agreement. The Affiliate shall not make any unauthorized use or tamper with the Viewing Card(s) in any manner whatsoever. However, in the event the Affiliate desires to move the Viewing Card(s) to some other address, the Affiliate shall obtain prior written permission from the Company. The Affiliate shall not sell, exchange or transfer the Viewing Card(s) in any manner whatsoever. In the event, upon any investigation or inspection, if it is found that any Viewing Card(s) is being mis-utilised, mishandled or used in any manner, other than what has been specifically provided for under the Agreement, the Affiliate shall be liable to compensate the Company on behalf of the respective Service Providers for any loss or damages caused to the Company and or the Service Providers by such mis-utilisation or mishandling or un-prescribed use. In any such event, the Company shall also be entitled to immediately deactivate the Viewing Card(s) subject to Applicable Laws and also to initiate appropriate civil and/or criminal proceedings in respect of such mis-utilisation or mishandling or not prescribed use.
- c) The Service Providers and/or the Company shall not be liable for any defect in the Viewing Card(s), which is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the Affiliate or any other person. In the event the Viewing Card(s) is lost, stolen or damaged, the Affiliate shall immediately inform the Company. In the event the Affiliate desires new Viewing Card(s) for any Channel forming part of the Services, the same may be issued at the discretion of the Company on payment of such charges as may be specified by the Company from time to time. In the event any of the Viewing Card(s) is not in use by the Affiliate, the same should be returned to the concerned office of the Company immediately.

8.3 THE IRD

- a) The IRD(s) shall be used by the Affiliate exclusively for viewing the Channel for which it is issued. The IRD(s) supplied by the Company, to the Affiliate, shall at all times remain the sole and exclusive property of the respective Service Providers and/or the Company and the Affiliate shall forthwith return the same to the Company upon expiry or early termination of the Agreement and/ or, at the request of the Company. It is clearly understood by the Affiliate that mere possession of an IRD shall in itself not confer any right on the Affiliate to receive the Services or Channels.

- b) In the event, the Affiliate merges or amalgamates with another entity or ceases to carry on the business of multi system operator or cable operator and does not require the IRD given to the Affiliate by the Company, the Affiliate shall intimate the same to the Company immediately and shall take steps to forthwith return the IRD to the Company.
- c) In the event, the Affiliate fails to pay the Subscription Fee and/ or, upon expiry or termination of the Agreement, the Company shall be entitled to take back the possession of the IRD from the Affiliate without any notice whatsoever. Upon return of the Equipment in proper working condition, the Security Deposit, if any, may be refunded to the Affiliate, upon the presentation of the original receipt of Equipment issued by the Company after adjusting amounts due from the Affiliate. In case the Affiliate returns the IRD, however, the Viewing Card and remote (where applicable) are damaged or missing, then the Affiliate shall be liable to pay to the Company such charges as specified by the Company.
- d) The Affiliate shall get the IRD insured immediately on execution / renewal of the Agreement. In case of damage to the IRD, the Company shall on behalf of the respective Service Provider and/or the Company recover the actual repair cost from the Affiliate. However, in case the IRD cannot be repaired or is beyond repair, the Affiliate shall be liable to pay to the Company the cost of the IRD at the time it was supplied to the Affiliate.
- e) In order to take back possession of the Equipment from the Affiliate, the Affiliate shall ensure that the personnel/representative of the Company are allowed free and unobstructed access to the Installation Address of the Affiliate where the IRD, Viewing Card and remote (where applicable) are installed and take possession of the same. The Affiliate shall not interfere with such procedure.
- f) The Affiliate acknowledges and recognizes that simple possession of the Equipment does not automatically entitle the Affiliate to receive the Services or Channels.
- g) Any violation/breach of this Article shall entitle the Company to terminate the Agreement and to deactivate/disconnect the Services. This is without prejudice to the other legal and equitable rights and remedies available to the Company.

ARTICLE 9

INDEMNITY AND THIRD PARTY CLAIMS

- 9.1 If for any reason or resulting from any cause whatsoever, any statement, representation or warranty of the Affiliate set-forth herein is found to have been materially incorrect, untrue when made, in breach fails to prove to be true, the Affiliate shall be fully liable to the Company for any and all liability, damage, costs, and expense including attorney fees, arising from such representation, breach or incorrect statement.
- 9.2 At all times during and after the term of this Agreement, Affiliate agrees to indemnify, defend and hold harmless (i) the Company, (ii) each of Company's Affiliates, assigns and successors in interest, as the case may be; and (iii) each of the respective directors, officers and employees of Company from and against any and all losses which may be incurred or suffered by the Company and which may arise out of or result from :
- (a) any breach of any Warranties, obligations, covenants or agreement of the Affiliate contained in this Agreement;
 - (b) Non /part performance / compliance of the provisions of this agreement.
 - (c) any third party claims made for loss or damage of whatever description caused to such or any other third party as a result of the activities under this agreement;
 - (d) any and all actions, suits, proceedings, claims, judgments, costs, expenses, including incurred in enforcing this indemnity.
- 9.3 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 Services by the Affiliate.
- 9.4 This Article shall survive termination of the Agreement.

ARTICLE 10

TERMINATION

- 10.1 This Agreement shall automatically terminate by efflux of time i.e. on the expiry of the Term.
- 10.2 Subject to Article 10.3 below and Article 7.5, either of the Parties may, terminate this Agreement by giving written notice of three weeks' to the other Party.
- 10.3 Notwithstanding the provisions of Article 10.2 above, the Company shall have the right to disconnect/deactivate the distribution of signals to the Services and terminate this Agreement subject to Applicable Laws after giving appropriate notice, if required under Applicable Laws, and/or take any other action as may be appropriate, upon the occurrence of any of the following:

- a) In the event of any material breach of the Agreement by the Affiliate;
- b) In the event the Affiliate fails to pay the Subscription Fee and/or the applicable taxes (including but not limited to service tax) and/or charges, as and when it becomes due and payable as set out in the Agreement;
- c) In the event of failure on the part of the Affiliate to provide the names, complete addresses, areas served and subscriber numbers of the LCOs and also the subscriber numbers directly serviced by the Affiliate.
- d) In the event of non-disclosure / under-declaration of LCOs and/or under-declaration or wrong disclosure of Subscriber Base catered directly or through LCOs.
- e) In the event of failure on the part of the Affiliate to place the Services on the frequency and band as agreed between the Parties.
- f) In case of bankruptcy or insolvency of the Affiliate;
- g) In case of dissolution of the partnership or winding up proceedings against the Affiliate.
- h) In the event of assignment of the Agreement by the Affiliate without prior written approval of the Company;
- i) In case the Affiliate (without first negotiating and mutually agreeing upon revised Subscription Fee) distributes / sub-distributes the signals beyond the Area as detailed in the Agreement;
- j) In case the Affiliate (without first negotiating and mutually agreeing upon revised Subscription Fee) distributes / sub-distributes the signals to any LCOs/Sub-Operator/Subscriber– (a) other than those mentioned in Affiliate Application/ Data Form, and/or (b) beyond the Area as detailed in the Agreement;
- k) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Services in the Area;
- l) If the Affiliate in any manner jeopardises or interferes with intellectual property rights vested in the Company in the Channels or part thereof;
- m) In the event the Company is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Company to provide the Services or any part thereof to the Affiliate or limit the Affiliate's right or authorisation to distribute the Services or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts the Company to provide the Services to the Affiliate under the terms of this Agreement;

- n) If the Affiliate fails to produce a valid and subsisting registration certificate in its name under the Cable Television Networks (Regulation) Act, 1995 for running a cable television network.
 - o) If the IRD(s) are removed from the Installation Address without the prior written consent of the company or are being used, or intended to be used, at a place other than the Installation Address.
 - p) If the IRD(s) provided to Affiliate are misplaced, damaged, lost or stolen or if, the Company has reason to believe, upon information received by it or otherwise, that the IRD(s) are not installed at the Installation Address
 - q) If the Company, or any of the Service Providers, ceases to distribute or operate any of the Services in the Territory for any reason or no reason.
 - r) To accommodate unanticipated or unforeseen circumstances.
 - s) If the Affiliate is in breach of any of its representations, obligations, statements, warranties or if the same are found to be untrue.
 - t) In case Affiliate does not comply with any rules / regulations / Orders of TRAI, Government or Statutory Body / Court or Tribunal.
 - u) If the Affiliate is in breach of any provisions and/or stipulations of this Agreement (including but not limited to those regarding / relating to Revision of Subscriber Base, Payment Terms, Reports, The Equipment, Event / Programming Options, Intellectual Property Rights, Execution Requirements, Indemnity and Third Party Claims, its Obligations, Representation and Warranties).
 - v) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Services in the Area (including but not limited to entering into an agreement / arrangement with another service provider for operational and/or administrative and/or funding purposes, etc.)
- 10.4 Further, the Parties agree that if any of the agreements between the Company and its licensors relating to the Company right to distribute any of the Services in the Area is terminated, then that part of the Agreement pertaining to the said Services shall stand terminated. In such an event, fresh Affiliate Application/Data Form to Agreement shall be executed between the Parties at mutually agreed terms, subject to applicable Law.
- 10.5 In the event of termination of the Agreement, the Affiliate expressly represents, warrants, certifies and confirms that it shall return the IRD(s). In the event of the Affiliate failing to return the IRD(s) within a period of 7 (seven) working days' from the date of disconnection of service / termination whichever is earlier, the Affiliate shall be liable and responsible to make subscription payments as per the last applicable monthly

subscription fee, for the period during which time the IRD(s) is not returned by the Affiliate to the Company.

- 10.6 Upon the termination of this Agreement, distribution of the Services by the Affiliate shall be unauthorized and illegal and the Company shall have the right to disconnect/deactivate the signals of the Services.
- 10.7 Where this Agreement has been terminated pursuant to this Article, the Company shall have the right but not the obligation, at its sole discretion to:
- (a) Proceed in accordance with Article 8.1 to enforce and protect its rights or recover any amounts due and payable to it prior to termination; and
 - (b) enforce its rights to recover damages, costs and other relief to which it may be entitled under the Applicable Laws.
- 10.8 In the event this Agreement is terminated, by the Affiliate all outstanding amount shall become due forthwith and the Affiliate shall be under an obligation to clear the same without any further delay. In case the Affiliate no longer intends to continue with the business as a operator or ceases to distribute the signals of Company's channels the Affiliate shall, as per TRAI Regulations be liable to publish a public notice in the newspapers 21 days prior to such termination. During the said 21 days notice period, Affiliate shall be liable to pay Subscription fee to the Company for the said notice period.
- 10.9 The Company shall have the right to disconnect the Channels provided to the Affiliate at any time by giving a prior written notice of 21 (twenty one) calendar days, specifying the reasons for such disconnection.
- 10.10 The right of the Company to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to the Company under this Agreement or Law.

ARTICLE 11

EFFECT OF TERMINATION

- 11.1 Upon expiration of this Agreement pursuant to Article 7 or termination of this Agreement pursuant to Article 10, except as provided hereunder, or by the operation of law or otherwise,
- (a) all rights granted to and obligations undertaken by, the Parties hereunder shall terminate immediately except:
 - (i) Affiliate's obligations to pay all amounts or Subscription Fees together with interest @ 18% p.a. as reduced by amounts already paid by the Affiliate towards such Subscription Fee up to and including the effective date of such

termination, and damages, if any, accrued hereunder upon or prior to the expiration or termination of this Agreement.

- (ii) Affiliate's indemnity obligations under Article 9 hereof; and
 - (iii) Affiliate's confidentiality obligations under Article 3 hereof; and
 - (iv) Such other rights as may accrue upon the Company under the laws of India
- (b) the Affiliate shall forthwith:-
- (i) cease to use the Intellectual Property and to sign such confirmation of cessation of use of Intellectual Property as Company may require.
 - (ii) cease to provide or distribute the Service to the LCOs.
 - (iii) return back to the Company the IRD(s) in the same conditions as it were made available to the Affiliate subject to normal wear and tear, failing of which Subscription Charges has to be paid by the Affiliate till the date of return without prejudice to any other rights available to the Company .

11.2 The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either parties under this Agreement.

11.3 In case the Affiliate decides to terminate his contractual relationship with the company with an intention to function as Local Cable operator instead as an MSO and seeks signals of the channels of the company from any other MSO, then in such an event, the Affiliate intending to terminate the contract with the Company shall be under an obligation to seek "No Dues Certificate" from the company before seeking signals from any other MSO.

ARTICLE 12

DISCRETION OF THE COMPANY UPON TERMINATION

12.1 In order to terminate this Agreement and discontinue the Service under the provisions hereof:-

- (a) the Company may invalidate the IRD(s) supplied to the Affiliate, and the Affiliate will be prohibited from receiving or otherwise dealing with the Service during the remainder of the Payment Period; and
- (b) the Company otherwise will not be under any obligation to refund any money paid by the Affiliate in relation to any of the Payments Period. In case of termination of the agreement for good, the payment, if received in advance, may be returned proportionately after deducting the dues from the Affiliate, if any.

12.2 Upon the termination of this Agreement, the Company may at its sole discretion revive this agreement and reconnect the Service subject to such terms and conditions as are

deemed fit by the Company. The said reconnection of the Service and revival of the agreement shall be subject to the payment of such arrears of charges and the reconnection charges, as applicable from time to time, as well as payment of an amount to be decided by the Company at its discretion, as an advance of the future Subscription Fee payable by the Affiliate.

ARTICLE 13

GENERAL

13.1 Amendment

No amendment to this Agreement will be valid unless confirmed by an Authorized representative of the Company. The Company may amend this Agreement or the Rules by written notice to the Affiliate from time to time and the Affiliate shall be bound by the terms of all such amendments. Amendment of Schedules and Annexures.

13.2 In the event this Subscription Agreement is executed/ signed for and on behalf of the Company by any officer below the rank of Senior Manager/ Asstt. Vice-President/Deputy- Vice-President – from the Sales department and/or by any other officer duly authorized by the Chief Executive Officer and/or Board of Directors, then the said Subscription Agreement shall be treated as null and void ab initio.

13.3 Reservation of rights

All rights not specifically and expressly granted to the Affiliate by this Agreement are reserved to Company. Further, Company reserves the following rights notwithstanding anything to the contrary contained in this Agreement:

13.2.1 to decline any order or to submit any quotation or tender on any inquiry transmitted to Company by the Affiliate”

13.2.2 to continue to sell and supply the Service direct to LCOs in the Territory;

13.2.3 in the event of any delay in payment by the Affiliate to Company of any money due to Company to cease accepting orders from and the supply of the services to the Affiliate or any of its LCOs or Subscribers.

13.4 Receipt

The receipt of money by the Company shall not prevent either of them from questioning the correctness of any statement in respect of any money.

13.5 Force Majeure

Failure on the part of the Company to perform any of its obligations and the non-

furnishing of the Service), shall not entitle the Affiliate to raise any claim against the Company or be a breach hereunder to the extent that such failure arises from an event of force Majeure. If through force Majeure the fulfillment by either party of any obligation set forth in this Agreement will be delayed, the period of such delay will not be counted on in computing periods prescribed by this Agreement. Force Majeure will include any war, civil commotion, strike, governmental action, lockout, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of the Company that directly or indirectly hinders or prevents the Company from commencing or proceeding with consummation of the transactions contemplated hereby. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of force Majeure.. If the condition of force Majeure shall continue for a period exceeding one (1) year, then the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance then the Agreement shall be terminated upon notice of either party to the other, on the thirtieth day after the notice is given.

13.6 Severance

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of Company it may be severed from this Agreement or the remaining provisions of this Agreement shall remain in full force and effect unless Company in Company's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event Company shall be entitled to terminate this Agreement by 30 days' notice to the Affiliate and the provisions of this agreement shall apply accordingly.

13.7 Whole agreement

The Affiliate acknowledges that this Agreement contain[s] the whole agreement between the parties and it has not relied upon any oral or written representations made to it by Company or its employees or agents and has made its own independent investigations into all matters relevant to the Business.

13.8 Supersedes prior agreements

This Agreement supersedes any prior agreement/arrangements, between the parties with respect to distribution of Service by the Affiliate, whether written or oral and any such prior agreements/arrangements are cancelled as at the Commencement Date but without prejudice to any rights, which have already accrued to either of the parties. Outstanding in the past agreements.

13.9 Discretion

No decision exercise of discretion judgment or opinion or approval of any matter mentioned in this Agreement or arising from it shall be deemed to have been made by Company except if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement

13.10 Change of address

Each of the parties shall give notice to the other of change or acquisition of any address or telephone telex or similar number as soon as practicable and in any event within 48 hours of such change or acquisition

13.11 Notices

Any Notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post or by telex/Fax/E-mail at the Notice Address and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by telex/Fax or by electronic mail to the correct telex number (with correct answerback) of the addressee.

13.12 Joint and several

All agreements on the part of either of the parties which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the parties

13.13 No partnership

The parties are not partners or joint ventures nor is the Affiliate able to act as agent of Company. The relationship between the Company and the Affiliates is "Principal to Principal". The Affiliate shall not attempt to incur any liability on behalf of the Company and shall not hold itself out to any third party as being able to do so.

13.14 Assignment

The rights and obligations of the Authorized Affiliate under this Agreement are personal. The Affiliate shall not attempt to assign or otherwise deal with them without the prior written approval/consent of the Company. The Authorized Affiliate shall not sub-contract its obligation under this Agreement without prior written consent of the Company. Provided however that Agreement and all rights under it may be assigned or transferred by Company to any third party at its sole discretion without taking any consent or approval of the Affiliate.

13.15 Waiver

The failure by Company to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

13.16 Proper Law, Jurisdiction and Dispute Resolution

13.16.1 This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

13.16.2 All disputes, difference or disagreement arising out of, in connection with or in relation to this Agreement, shall be finally decided by TDSAT only.

13.16.3 Disputes or differences arising between the Parties as to the effect, validity or interpretation of this Agreement or as to their rights, duties or liabilities there under, failing amicable resolution through mutual negotiations, shall be subject to the exclusive jurisdiction of the courts of New Delhi.

13.16.4 In case of dishonor of cheque(s), the parties agreed that the Delhi courts only shall have the exclusive jurisdiction to try cases under section 138 of Negotiable Instruments Act, 1881.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement in the presence of the below stated witnesses

<p>FOR ZEE ENTERTAINMENT ENTERPRISES LIMITED</p> <p>_____</p> <p>Name: _____ Designation: _____</p>	<p>FOR AFFILIATE</p> <p>_____</p> <p>Name: _____ Designation: _____</p>
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ACKNOWLEDGEMENT

I, _____ S/o _____ proprietor/ partner/ director/ authorized signatory of _____ do hereby declare and confirm that I have read and fully understood the contents of this Agreement after duly reading the contents of this agreement and have voluntarily executed the same with M/s ZEE Entertainment Enterprises Limited, without any compulsion, coercion or duress. Further, I do hereby acknowledge the receipt of a copy of this Subscription Agreement duly executed between _____ (“Affiliate”) and M/s ZEE Entertainment Enterprises Limited in terms of regulation 4A.4 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulations, 2004 dated 10th December 2004 as amended by “The Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulations 2009”, dated 17th March 2009.

**Signature for and on
behalf of Affiliate**

Date:

Place:

ANNEXURE - I
ZEE GROUP CHANNELS

S. No.	Name of Channel
1	Zee TV
2	Zee ETC
3	Zindagi
4	& TV
5	Zee Café
6	Zee Marathi
7	Zee Bangla
8	Zee Salaam
9	Zee Kannada
10	Zee Telugu
11	Sarthak TV
12	Zee Kalinga
13	Zee Q
14	Living Foodz
15	Zee Cinema
16	Zee Studio
17	Zee Talkies
18	Zee Classic
19	Zee Action
20	Zee Bangla Cinema
21	& Pictures
22	Zing
23	Zee News
24	Zee Punjab Haryana Himachal
25	Zee Business
26	24 Ghanta
27	Zee 24 Taas
28	Zee Madhya Pradesh Chattisgarh
29	Zee Rajasthan News
30	WION
31	Zee Yuva
32	Zee Cinemalu
33	Zee Anmol
34	Zee Tamil
35	Zee Purvaiya
36	India 24x7
37	Zee Anmol Cinema
38	#Living Zen

Living Zen – Will be launched on 1st November 2016

SCHEDULE I

AFFILIATE APPLICATION/DATA FORM

This Affiliate Application/ Data Form includes the data and details provided and represented by the Affiliate to the Company including:

- A. Subscriber Base and Subscription Fee
- B. Area(s)
- C. Equipment Details
- D. Details of LCOs

Any of the Annexures may be revised from time to time as mutually agreed by and between the Parties.

Website Copy

Annexure – A

(Subscriber Base and Subscription Fee)

Affiliate Name (M/s.): _____

Affiliate Code: _____

Serial No: _____

Execution Date of Subscription Agreement _____

Execution Date of Annexure A _____

(I) Services:

PART I A-LA-CARTE RATES OF ZEE GROUP CHANNELS

List of Channels offered in Non DAS area(s) along with the respective A-la-Carte Rates

Rate Card applicable for Analog Cable Operators in Non-DAS areas pursuant to the
Telecommunication (Broadcasting and Cable) Services Interconnection (Second) Tariff (Eight
Amendment) Order, 2007 dated 4th October 2007

Affiliate is desirous of availing Channels on A-la-Carte Basis (Yes / No): _____

Sl. No.	Name of Channel(s)/Service(s)	Genre	Rate payable per month by Affiliate Operating in NON DAS area(s) for each Subscriber in Analogue mode. (Rs.)	Please Tick against chosen Channels /Services	Subscriber Base	Subscription Fee (in Rs.)
1	Zee TV	General Entertainment (Hindi)	13.88			
2	Zee Cinema	Movies	13.88			
3	Zee Marathi	General Entertainment (Regional)	8.56			

4	Zee Café	General Entertainment (English)	8.56			
5	Zee Studio	Movies	7.49			
6	Zee Bangla	General Entertainment (Regional)	8.67			
7	Zee Salaam	General Entertainment (Hindi)	15.00			
8	Zee ETC	General Entertainment (Hindi)	3.21			
9	Zing	Music	5.35			
10	Zee Talkies	Movies	16.58			
11	Living Foodz	Infotainment	16.00			
12	Zee Kannada	General Entertainment (Regional)	7.98			
13	Zee Telugu	General Entertainment (Regional)	11.13			
14	Zee Classic	Movies	10.70			
15	Zee Action	Movies	10.70			
16	Zee Bangla Cinema	Movies	16.20			
17	Zee Q	Infotainment	16.00			
18	& Pictures	Movies	18.00			

19	Zee Anmol	General Entertainment (Hindi)	FTA			
20	Zindagi	General Entertainment (Hindi)	21.90			
21	Zee News	News and Current Affairs	FTA			
22	Zee Punjab Haryana Himachal	News and Current Affairs	1.60			
23	Zee Business	News and Current Affairs	5.14			
24	India 24x7	News and Current Affairs	FTA			
25	24 Ghanta	News and Current Affairs	6.42			
26	Zee 24 Taas	News and Current Affairs	9.09			
27	Zee Tamil	General Entertainment (Regional)	FTA			
28	Zee Kalinga	Infotainment	11.12			
29	Zee Madhya Pradesh Chhattisgarh	News and Current Affairs	9.09			
30	Zee Rajasthan News	Infotainment	11.00			
31	& TV	General Entertainment (Hindi)	21.90			
32	Sarthak TV	General Entertainment (Regional)	9.50			
33	Zee Purvaiya	News and Current Affairs	FTA			

34	WION	News and Current Affairs	9.19			
35	Zee Yuva	General Entertainment (Regional)	12.00			
36	Zee Cinemalu	Movies	18.20			
37	Zee Anmol Cinema	Movies	FTA			
38	#Living Zen	Infotainment	16.00			

Living Zen – Will be launched on 1st November 2016

Website Copy

Part II - BOUQUET OF ZEE GROUP CHANNEL

Affiliate is desirous of availing Bouquet(s) of Zee Group Channels (Yes / No): _____

Name of Bouquet	SR. No.	Name of Channel	Bouquet Rate Payable Per Month by Affiliate Operating in Analog area(s) for each Authorised Subscriber (In Rs.)
Bouquet I	1	Zee TV	292.81
	2	&TV	
	3	Zindagi	
	4	Zee Cinema	
	5	&pictures	
	6	Zee Classic	
	7	Zee Action	
	8	Zee ETC	
	9	Zing	
	10	Zee Business	
	11	Zee Salaam	
	12	Zee Café	
	13	Zee Studio	
	14	Living Foodz	
	15	Zee Q	
	16	Zee Marathi	
	17	Zee Talkies	
	18	Zee 24 Taas	
	19	Zee Bangla	
	20	Zee Bangla Cinema	
	21	24 Ghanta	
	22	Sarthak TV	
	23	Zee Kalinga	
	24	Zee Punjab Haryana Himachal	
	25	Zee Madhya Pradesh Chhattisgarh	
	26	Zee Rajasthan News	
	27	Zee Telugu	
	28	Zee Kannada	
	29	WION	
	30	Zee Yuva	
	31	Zee Cinemalu	

Name of Bouquet	SR. NO.	Name of Channel	Bouquet Rate Payable Per Month by Affiliate Operating in Analog area(s) for each Authorised Subscriber (In Rs.)
Bouquet II	1	Zee TV	212.27
	2	&TV	
	3	Zindagi	
	4	Zee Cinema	
	5	&pictures	
	6	Zee Classic	
	7	Zee Action	
	8	Zee ETC	
	9	Zing	
	10	Zee Business	
	11	Zee Salaam	
	12	Zee Café	
	13	Zee Studio	
	14	Living Foodz	
	15	Zee Q	
	16	Zee Marathi	
	17	Zee Talkies	
	18	Zee 24 Taas	
	19	Zee Punjab Haryana Himachal	
	20	Zee Madhya Pradesh Chhattisgarh	
	21	Zee Rajasthan News	
	22	WION	
	23	Zee Yuva	

Name of Bouquet	SR. NO.	Name of Channel	Bouquet Rate Payable Per Month by Affiliate Operating in Analog area(s) for each Authorised Subscriber (In Rs.)
Bouquet III	1	Zee TV	211.33
	2	&TV	
	3	Zindagi	
	4	Zee Cinema	
	5	&pictures	
	6	Zee Classic	
	7	Zee Action	
	8	Zee ETC	
	9	Zing	
	10	Zee Business	
	11	Zee Salaam	
	12	Zee Café	
	13	Zee Studio	
	14	Living Foodz	
	15	Zee Q	
	16	Zee Bangla	
	17	Zee Bangla Cinema	
	18	24 Ghanta	
	19	Sarhak TV	
	20	Zee Kalinga	
	21	WION	

Name of Bouquet	SR. NO.	Name of Channel	Bouquet Rate Payable Per Month by Affiliate Operating in Analog area(s) for each Authorised Subscriber (In Rs.)
Bouquet IV	1	Zee TV	168.85
	2	&TV	
	3	Zindagi	
	4	Zee Cinema	
	5	&pictures	
	6	Zee Classic	
	7	Zee Action	
	8	Zing	
	9	Zee Business	
	10	Zee Salaam	
	11	Zee Café	
	12	Zee Studio	
	13	Living Foodz	
	14	Zee Q	
	15	Zee Punjab Haryana Himachal	
	16	Zee Telugu	
	17	Zee Kannada	
	18	WION	
	19	Zee Cinemalu	

Total Count of Bouquet(s) Availed on Bouquet Basis:

(II) Payment Terms:

The Affiliate has requested for permission to pay above Subscription Fee in the following mode and the Company has agreed for the same.

Mode	Tick One	Subscription Fees in Rs. (excluding taxes)	Payable By
Monthly			By 7 th day of the beginning of the month
Quarterly			By 7 th day of the beginning of the Quarter
Half-Yearly			By 7 th day of the beginning of the Half Year Term

Notes:

- (i) A-La-Carte Rates of Zee Group Channels are without prejudice to ZEEL's rights and contentions in any proceedings before any Tribunal/Judicial/Statutory/Regulatory authority including but not limited to the Appeal No. 1 of 2016 and Appeal No. 2 of 2016 and also Appeal Nos. 4 & 5 (C) of 2015 pending adjudication before the Hon'ble Telecom Disputes Appellate and Settlement Tribunal ("TDSAT").
- (ii) ZEEL reserves its rights, subject to applicable regulation/order of TRAI, to revise the Rate payable by Subscriber per Month mentioned herein above. Upon such revision MSO agrees and unconditionally undertakes to pay revised Subscription Fee pro rata from the effective date of such revision.
- (iii) Inflation related hike/increase in the Rates notified by TRAI by way of Tariff Order or otherwise would become automatically applicable to the above rates w. e. f. the date of such notification and the MSO would be liable to pay the increased subscription fee from the notification date.
- (iv) The Rates mentioned are excluding taxes and levies imposed by local and/or the Central Government including but not limited to Service Tax.

ANNEXURE – B
(“Areas”)

Affiliate Name (M/s.): _____

Affiliate Code: _____

Serial No: _____

Execution Date of Subscription Agreement _____

Execution Date of Annexure B _____

“Areas” authorised under the Subscription Agreement: (Read with Article 2.1 of the general Terms and Conditions)

ANNEXURE - C
(Equipment Details)

Affiliate Name (M/s.): _____

Affiliate Code: _____

Serial No: _____

Execution Date of Subscription Agreement _____

Execution Date of Annexure C _____

EQUIPMENT (Read with Article 8 of the General Terms and Conditions)

Services	Integrated Receiver Decoder number:	Viewing card no.:

ANNEXURE - D
(Details of LCOs)

Affiliate Name (M/s.): _____

Affiliate Code: _____

Serial No: _____

Execution Date of Subscription Agreement _____

Execution Date of Annexure D _____

DETAILS OF LCOs and Direct Connections (Read with Article 2.1 of the General Terms and Conditions)

Website Copy