

REFERENCE INTERCONNECT OFFER

FOR CARRYING THE CHANNELS UNDER DIGITAL ADDRESSABLE SYSTEM (DAS)

This Agreement is executed on this _____ day of _____ 20__ by and between:

THAMIZHAGA CABLE TV COMMUNICATION PRIVATE LIMITED, a Company registered under the provisions of the Companies Act, 1956, having its registered office at # 9 A / 5, Club Road, Chetpet, Chennai – 600 031, Tamil Nadu (herein after called “**TCCL**” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

M/s. _____ a Company incorporated under the Companies Act, 1956, having its registered office at _____ hereinafter referred to as “Broadcaster / Authorized Distributor” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the SECOND PART

The “Broadcaster / Authorized Distributor” and the TCCL are hereinafter individually and collectively referred to as “Party” and “Parties”, respectively.

WHEREAS:

- a. TCCL is engaged in the business of Cable TV Services which includes inter alia the business of receiving and distributing satellite TV signals to homes in Digital. TCCL for the distribution of Cable TV services meets the requirements as per the guidelines laid down by Telecom Regulatory Authority of India.
- b. The “Broadcaster / Authorized Distributor” is the legal entity that owns/ authorized to distribute/engaged in the business of distribution of Television Channel(s) and has the exclusive right to distribute/ authorized to execute Carriage Agreements on behalf of the TV Channels specified in **Annexure B** for the territory of India.
- c. The “Broadcaster / Authorized Distributor” has approached TCCL and has sought for accessing the network of TCCL. TCCL considering the request hereby agrees to provide its access to its network for carrying the channels of the “Broadcaster / Authorized Distributor” under the terms as specified in this agreement.
- d. NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

- a. **“Addressable System”** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices, having an activated conditional access system at the premises of the subscriber within the limits of authorization made through the conditional access system and the subscriber management system, on the explicit choice and request of such subscriber.
- b. **“RIO/ Agreement”** means the Reference Interconnection Offer along with the recitals and the Annexes, and includes any modifications thereof.
- c. **“Areas”** means such areas that are identified in **Annexure A** annexed to this Agreement.
- d. **“Broadcaster/ Authorized Distributor ”** means a person, or any organization is the legal entity that owns/ authorized to distribute/engaged in the business of distribution of Television Channel(s) and has the exclusive right to distribute/ authorized to execute Carriage Agreements on behalf of the TV Channels
- e. **“Cable TV Services”** means the transmission of TV Channels by cables of programs, including retransmission by cables of any broadcast Television signals.
- f. **“Cable Television Network”** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- g. **“Carriage Fee”** means the fee mentioned in this Agreement that is payable by the
- h. Broadcaster/Authorized Distributor to TCCL for carriage of the Channel(s) on TCCL Network.
- i. **“Channel(s)”** means the standard definition (SD) channels, along with their respective genre, listed in **Annexure B** annexed to this Agreement that are owned/operated by the Broadcaster/Authorized Distributor.
- j. **“Confidential Information”** means any confidential and proprietary information disclosed by either Party to the other Party while performing under this Agreement.
- k. **“DAS Areas”** means the areas where in terms of notifications issued by the Central

- l. Government under sub-section (1) of section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), it is obligatory for every cable operator to transmit or retransmit programs of any channel in an encrypted form through a digital Addressable System.
- m. **"Party"** means individually TCCL and Broadcaster/Authorized Distributor.
- n. **"Parties"** means collectively TCCL and Broadcaster/Authorized Distributor.
- o. **"Subscriber"** means each set top box in the Areas that receives signals of various channels from **THAMIZHAGA CABLE TV COMMUNICATION PRIVATE LIMITED**.
- p. **"Subscriber Base"** means the number of Set Top Box installed by TCCL in its Network.
- q. **"Set Top Box" (STB)** means a device, which is connected to, or is part of a television and which allows a subscriber to receive in unencrypted and descrambled form subscribed channels through an addressable system.

2. SCOPE OF SERVICES

The Parties mutually agree that this Agreement seeking to govern the terms and conditions of rights and obligations between them shall be in respect of the services indicated herein in this Agreement for the area and for the term, respectively.

3. AREA

The parties mutually agree that the services referred in this Agreement shall have reference to the area specified in the **Annexure A**.

4. TERM

- 4.1 The Agreement shall come into effect from _____ ("Effective Date") and shall be valid for a period of 12 months.
- 4.2 Within 2 months prior to expiry of this Agreement, both parties agree to take steps towards renewal of the Agreement for extended period if it is mutually intended to continue the term of the Agreement beyond the date of expiry.
- 4.3 If the parties mutually decide to extend the term as referred above with or without modification, then Parties may enter into a fresh agreement, in writing on mutually agreed terms and conditions.
- 4.4 In case if the parties decide not to extend the term and such decision could not be made before the expiry of the term of this Agreement and the services have continued in the meanwhile even after the said expiry of the term as specified in this Agreement, the term would be deemed to have been extended till the date of such decision.

5. ENTIRE UNDERSTANDING

The Agreement contains the entire understanding between the parties with respect to the subject matter covered, in the manner, it is expected to be understood by the parties and that there is total agreement between the parties as to the manner in which the other party has understood various clauses of this Agreement.

6. REPRESENTATION AND WARRANTIES OF TCCL

- 6.1 TCCL represent that it has all the requisite power and authority to enter into this Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement.
- 6.2 TCCL shall comply with all laws and regulations with respect to the services in terms of the Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any applicable Laws, rules and regulations or government orders (including service tax etc).
- 6.3 TCCL shall have right to fix the retail and also package and price offering of the channels. The broadcaster shall have no right claim any share arising out of it.
- 6.4 TCCL shall carry the TV channels of the Broadcaster without any change or alteration except as required under Electronic Programme Guide.
- 6.5 TCCL have a non-exclusive grant of license to use, the trade marks/logo during the terms of this agreement.

7. REPRESENTATION AND WARRANTIES OF THE “BROADCASTER /AUTHORIZED DISTRIBUTOR”

- 7.1 The “Broadcaster / Authorized Distributor” represents and warrants to TCCL that it has the requisite power and authority to enter into this Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement. “Broadcaster / Authorized Distributor” will take all necessary approvals and permissions as may be laid down by law.
- 7.2 The “Broadcaster / Authorized Distributor” shall comply with all laws and regulation and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any applicable Laws, rules and regulations or government orders (including service tax, entertainment tax etc.)
- 7.3 The “Broadcaster / Authorized Distributor” understands that Telecom Regulatory Authority of India has issued certain regulations and guidelines and agrees that it shall adhere to and strictly abide by such regulations and guidelines and any amendments thereto or any new regulations and

guidelines that may be in force from time to time. The “Broadcaster / Authorized Distributor” acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by TRAI, as and when it is issued. The “Broadcaster / Authorized Distributor” represents and warrants to TCCL that downlink license has been applied for/obtained with respect to all channels.

- 7.4 The “Broadcaster / Authorized Distributor” shall ensure good quality and uninterrupted service to TCCL except for reasons beyond control and undertakes that it has all the requisite rights, authority and approval to broadcast the programme and that such broadcast shall not infringe the copy rights of any other person.
- 7.5 The “Broadcaster / Authorized Distributor” shall provide including but not limited to Professional IRD’s and all other such equipment related with receiving of the channels.
- 7.6 The “Broadcaster / Authorized Distributor” shall provide its programming schedule at least 15 days in advance for the purpose of inserting in the EPG.
- 7.7 The “Broadcaster / Authorized Distributor” shall be liable with regard to the alleged violation of any third party’s Copyright and trademark or any telecast standards and practices guidelines, Programme code and Advertising Code (as provided under the Cable Television Network Rules 1994) or any applicable law with regard to the Programme Content.
- 7.8 The “Broadcaster / Authorized Distributor” shall clear all dues prior to serving the notice of discontinuing the Channels from TCCL.
- 7.9 The “Broadcaster / Authorized Distributor” shall provide signals and services of its channels to TCCL on non-discriminatory basis.
- 7.10 The “Broadcaster / Authorized Distributor” undertakes to indemnify TCCL in case of any breach of the terms under this agreement for any loss, harm, injury that may be caused to TCCL as a result of any act omission, commission by “Broadcaster / Authorized Distributor”. This is without prejudice to the indemnity clause as mentioned herein below.
- 7.11 The “Broadcaster / Authorized Distributor” shall ensure the compliance with all laws which are applicable for television channels including but not limited to the provisions of “The Cable Television Networks Act-1995 (7 of 1995)”, “The Emblems and Name (prevention of improper use) Act, 1950” (12 of 1950), “The Cinematography Act, 1952” (37 of 1952), “The Tamil Nadu Cinema Regulation Act, 1955” , “The Prize Competition Act, 1955” (42 of 1955), “The Copy Rights Act, 1957” (14 of 1957), “The Trade and Merchandise marks Act, 1958” (43 of 1958), “The Consumer Protection Act, 1986” (68 of 1986), “The Telecom Regulatory Authority of India Act, 1997” (24 of 1997), “The Indecent Representation of Women (Prohibition) Act, 1986” (60 of 1986), “The Competition Act, 2002” (12 of 2003) and rules

framed there under, all regulations made applicable to broadcasters under law. If for any reason if the Broadcaster contravenes the provisions of any law, TCCL shall be at liberty to immediately deactivate the respective channel from its network and shall re-activate only on such defaults are rectified to the fullest satisfaction of the authorities concerned.

- 7.12 The “Broadcaster / Authorized Distributor” agrees to pay the cost of disconnection notices if any, preferred by TCCL in an event of non-payment of dues. The said cost shall be paid along with the total outstanding if paid during the notice period or shall be added to arrears in case of disconnection of carriage and the said cost would constitute a part of outstanding and be included in the recovery proceedings, if any.

8. CARRIAGE FEE AND OTHER TERMS

- 8.1 The “Broadcaster / Authorized Distributor” in lieu of TCCL carrying, re-transmitting and redistributing the Channel(s) in the Area, the “Broadcaster/Authorized Distributor” shall pay TCCL carriage fee of Rs 2.25 per channel per set top box such monthly amount plus all applicable taxes, towards carriage fee.
- 8.2 TCCL shall raise an invoice upon the “Broadcaster/ Authorized Distributor” on the basis of which the “Broadcaster/ Authorized Distributor” shall make the payment against the invoice raised within 15 days. The medium of payment against the invoice raised shall either be through cheque/ demand draft. Timely payment of the carriage fee is essence of this agreement. The carriage fee shall be paid quarterly in advance. If the “Broadcaster/ Authorized Distributor” fails to pay the carriage fees as agreed upon or if there is delay in the payment then the “Broadcaster/ Authorized Distributor” shall be liable to pay interest of 18% per annum for such delay or nonpayment of carriage fee. In case of Cheque being dishonored for any reason then TCCL reserves its right to initiate appropriate proceedings against the “Broadcaster/ Authorized Distributor” under Negotiable Instrument Act 1881.
- 8.3 At the time of making the payment of any Carriage Fee, if any withholding tax/TDS is to be deducted by the “Broadcaster/ Authorized Distributor” in terms of the provision of Income Tax Act, 1961(as amended from time to time), the “Broadcaster/ Authorized Distributor” shall make such deduction and provide tax withholding certificates to TCCL within such period as mandated under Income Tax laws.
- 8.4 TCCL shall raise quarterly invoice in advance before the commencement of each quarter for payment of carriage fee based on the number of STB’s installed at the time of raising of the invoice.

9. INDEMNIFICATION

Both parties agree that each party shall forever keep and hold the other party and its officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees of a counsel of the other party's choice) arising out of any breach of any representation and warranties set out herein or any of its obligations pursuant to this Agreement.

10. CONFIDENTIALITY

10.1 The Parties agree to keep all information including without limitation, data pertaining to the business of the other Party, details of the other Party's Affiliates, Subscriber details, Subscription Amounts, pricing, etc. regarding the strategy and volume of business of the other Party strictly confidential at all times (unless it is required by law to do so).

10.2 Any information provided by one Party to the other Party under the Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other. Disclosure of any such information is to be made only to such employees of the Parties who need to use the confidential information and it is the responsibility of the Parties to bind and ensure that any such employee shall hold in confidence all such confidential information including but not limited to the terms and conditions of the Agreement and that such an employee does not disclose, publish or make copies of the Agreement or the confidential information without the prior written consent of the other Party.

11. TERMINATIONS AND EFFECT OF TERMINATION

11.1 The Agreement shall automatically terminate by efflux of time i.e. on the completion of its term unless on or before the expiry of the completion of the term, the parties have executed another agreement on the same subject or have agreed to or have started a process of negotiation to extend the term of the Agreement with or without modification..

11.2 This agreement shall stand terminated in the event of bankruptcy or insolvency of any of the parties.

11.3 This agreement shall stand terminated where winding up or liquidation proceedings have been initiated against any of the parties.

11.4 TCCL shall have the right to terminate this Agreement in the event of nonpayment of the carriage fee by the "Broadcaster/ Authorized Distributor" within the stipulated period and or after raising the demand notice for such nonpayment.

11.5 TCCL shall have the right to terminate this Agreement in the event of breach by the "Broadcaster/ Authorized Distributor" of any of the terms as

specified under this agreement.

- 11.6 Both parties shall have the right to terminate either by mutual consent or by giving to the other party a 30 days notice of such failure from the other party including an event of force majeure

12. NO WAIVER

The exercise of or failure to exercise any, or all of the foregoing remedies by the Parties shall not operate as a waiver on the part of the Parties of its rights to exercise any other remedy available to the Parties under the Agreement, at law or equity, and all of the foregoing remedies shall be deemed cumulative. The failure of the parties to enforce anytime or for any period any one or more of the terms and conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce such right unless such subsequent exercise of the right is barred by limitation as provided by law or otherwise limited by this Agreement.

13. NO AGENCY

The relationship between the "Broadcaster/ Authorized Distributor" and TCCL is "Principal to Principal" and is terminable in nature.

14. BINDING NATURE

All the obligations and benefits arising under the Agreement shall pass to and be binding on the respective assigns transferees and successors of the Parties hereto.

15. MODIFICATIONS

This Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement but executed relating to this Agreement shall be mutually agreed to in writing and executed by or on behalf of the Parties through their respective authorized representatives.

16. NOTICES

- 16.1 All Notices given hereunder shall be given in writing in English, by personal delivery, by Speed Post, by Registered Post Acknowledgement Due (RPAD) or by email, at the correspondence addresses of TCCL and of the "Broadcaster / Authorized Distributor" set forth in this Agreement unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered AD Post or Speed Post only, in which case all notices to such Party shall thereafter be given at the address so notified.

- 16.2 Notice shall be deemed to have been received, (a) if delivered personally, upon delivery and (b) if sent by RPAD or Speed Post, upon delivery of the mail or emails or upon expiry of 7 days from the date of despatch.

17. RIGHTS AND VALIDITY

The rights and remedies set out in the Agreement are not exclusive of any rights or remedies provided by law.

18. SUPERSESION

Except as provided herein, this Agreement constitute the whole agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements or understanding relating to such subject matter. Provided, however, that it shall not prejudice the rights and obligations which have arisen out of the prior agreements and continuing to subsist unless otherwise agreed to be relinquished or abrogated through this Agreement.

19. ASSIGNMENT

Notwithstanding anything contained in this Agreement, the parties shall not have the right, without the prior written consent of the other, to assign or transfer the Agreement or any of their respective rights or obligations, under this Agreement. Any breach, actual, potential or threatened, of this clause, shall entitle the parties to terminate the Agreement and take any other measures as may be appropriate.

20. FORCE MAJEURE

Failure on the part of the "Broadcaster/Authorized Distributor"/ TCCL to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement 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 is delayed, the period of such delay will not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include any war, civil commotion, strike, lockout, accident, epidemic, any hardware failure or any other event of any nature or kind whatsoever beyond the control of the parties herein that directly or indirectly hinders or prevents either of the parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. In the event any Force Majeure continue for a period exceeding one month, 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 expiry of one month from the date such notice is given.

21. SEVERABILITY

In the event that any provision of this Agreement is declared by any judicial, quasi judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless the Parties decide that the effect of such declaration is to defeat the original intention of the Parties in which event, Parties shall be entitled to terminate this Agreement by a months' notice

22. DISPUTE RESOLUTION

The parties to the Agreement have verified that all the representations and warranties made herein above are true, accurate and correct and that no material information, particulars or details have been omitted, concealed or otherwise not disclosed or remained to be furnished. It is expressly recognised between the parties that the breach by either party of any of the representations, warranties or covenants set out in this Agreement shall constitute an event of material default by the other party under this Agreement and shall entitle the other party to terminate the Agreement and claim damages without prejudice to any other rights. The rights and obligations of the Parties under the Agreement shall be governed by laws of India. The Parties agree that they shall not seek injunctions or any interim/ad-interim orders from any court or judicial tribunal/authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi

The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi

WITNESS WHEREOF the Parties hereto have executed the Agreement on the day, month and year mentioned herein above.

For and on behalf of M/s **THAMIZHAGA CABLE TV COMMUNICATION PRIVATE LIMITED.**

Authorised Signatory

In the presence of

1.
2.

For and on behalf of (M/s. _____ Ltd.)

Authorised Signatory

In the presence of

1.
2.

Annexure A

Area :

Web Copy, Not For Execution

Annexure B
List of Channels

SI No.	Channel Name	Genre
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Web Copy, Not For Execution

Annexure C

Basis of determination of the monthly carriage fee amount per Channel is based on the cost incurred as mentioned below: -

1. Towards installing Digital Head ends with Redundancy, which includes Encoders, Multiplexers, Digital Network Control System, Digital Content Managers, Professional IRD's, Gen Sets, UPS, Precision Air Conditioning Equipments, fire Prevention Systems.
2. Towards Optic Fibre Cable laid in connecting Head ends & Local Cable Operators.
3. Setting up multiple CAS Head ends with Redundancy, which includes Application and Database Servers and Software.
4. Setting up Subscriber Management System, Billing System, Middleware, corresponding Servers and Software for the same.
5. Towards procuring Digital Set Top Box (DSTB).
6. Towards Subsidy and Interest on Financing of Digital Set Top Box.
7. Recurring Costs towards:-
 - a. CAS licenses, SMS, Billing, DNCS Scrambling licenses, and royalties for Electronic Programme Guide, development and for maintenance of Value Added Services.
 - b. Annual Maintenance Charges for the Head end, Optic Fibre Network and Critical Equipments in the Head end.
 - c. Rentals of premises where Head ends are installed, Logistics and Warehousing Costs and Rentals of DSTB Distribution offices etc.
 - d. Setting up / outsourcing Customer Care Center and Service Centre.
 - e. Skilled Manpower to operate and maintain Digital Head end and the infrastructure.
 - f. Interest paid towards the investments made on Digital Head end and DSTB.
 - g. Maintenance of Cable Network, and for Technical training to Local Cable Operators.