

**REFERENCE INTERCONNECT OFFER FOR CARRIAGE OF CHANNELS ON A
DIGITABLE ADDRESSABLE CABLE SYSTEM (DAS)**

This interconnect Agreement for carriage of channel(s) "Agreement" is made at New Delhi on this ___ day of _____, 20__.

Between:

Home Cable Network Private Limited, a company incorporated under the Companies Act, 1956, having its Corporate office at Unit 30, Block-III, Tribhuvan Complex New Delhi-110065 and Registered office at 16&19 CSC [DDA] Sukhdev Vihar, New Delhi – 110 025, represented by its Director, Mr. _____ (hereinafter referred to as "HCNPL", which expression, unless repugnant to the context or otherwise, shall mean and include its successors in interest and permitted assigns);

AND

_____, a company incorporated under the Companies Act 1956, having its registered office at _____, represented by its authorized signatory, Mr. _____ (hereinafter referred to as "Broadcaster/Authorized Channel Distributor", which expression, unless repugnant to the context or otherwise, shall mean and include its successors in interest and permitted assigns).

WHEREAS:

- A. HCNPL is engaged, inter alia, in the business of providing Cable Services, Digital Cable Services with addressability and Internet Services along with Internet Protocol TV and Global OTT IPTV and HCNPL owns and operates such Cable Television Networks (as defined below in ANNEXURE-A) in DAS notified Areas for provision of such services.
- B. The Broadcaster/Authorized Channel Distributor owns and operates various satellite television channels, including the Channel(s) (as defined below in ANNEXURE- B).
- C. The Broadcaster/Authorized Channel Distributor has approached HCNPL for carriage of the Channel(s) on HCNPL's owned operated Cable Television Networks for re-transmission and re-distribution of the Channel(s) in the Areas (as defined below in ANNEXURE-A)
- D. HCNPL has agreed to carry the Channel(s) on HCNPL's owned and operated Cable Television Networks so as to re-transmit and re-distribute the Channel(s) in the Areas and the Broadcaster/Authorized Channel Distributor has agreed to such carriage, re-transmission and re-distribution of the Channel(s) by HCNPL in the Areas, subject to the terms and conditions of this Agreement.

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

(1) DEFINITIONS

(As specified in latest Cable Television (Regulation) Act 1995 (As Amended) and TRAI notifications).

In this Agreement, unless the context requires otherwise:

"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, by the cable service provider to the subscriber;

"agent or intermediary" means any person including an individual, group of persons, public or body corporate, firm or any organization or body authorised by a broadcaster/ 'multi system operator (MSO) to make available TV channel(s) to a distributor of TV channels / subscriber of TV channels;

"a-la-carte" with reference to offering of a TV channel means offering the channel individually on a standalone basis;

"a-la-carte rate" means the rate at which a standalone individual channel is offered to the distributor of TV channels or to the subscriber, as the case may be;

"bouquet" or "bouquet of channels" means an assortment of distinct channels, offered together as a group or as a bundle;

"bouquet rate" or "rate of bouquet" means the rate at which a bouquet of channels is offered to the distributor of TV channels or to the subscriber, as the case may be;

"broadcasting services" means the dissemination of any form of communication such as signs, signals, writing, pictures, images and sounds of all kinds by transmission of electromagnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;

"Programme Content" shall mean and include any audio - visual 'programming content, including but not limited to Cinematograph films, Television software, News, Sports, Documentary films, Devotional and other Entertainment / Educational software, copyrights in which are owned and controlled by Broadcaster/Authorized Distributor/ licensed to Broadcaster/Authorized Distributor, for viewership by the subscribers of MSO's Cable TV Network in the DAS area/s

"TV /Channel" means a channel, which has been registered under-

The guidelines for up linking from India, issued vide No.1501/2/2002-TV(I)(Pt.) dated the 2nd December, 2005: or policy guidelines for down linking of televisions channels, issued vide No.13/2/2002-BP&L/BC-IV dated the 11th November, 2005. as amended from time to time, or such other guidelines for uplinking or down linking of television channels, as may be issued from time to time by Government of India (Ministry of Information and Broadcasting) and reference to the term "**channel**". shall be construed as a reference to "TV channel";

"Carriage Fee" means any fee paid by a broadcaster/ Authorized Channel Distributor to a MSO, for carriage of the channels of that broadcaster on the Cable distribution platform own or operated by such MSO, without specifying the placement of various channels of the broadcaster vis-à-vis channels of other broadcaster.

"Subscriber" means a person who receives the signals of a MSO at a place indicated by him to the MSO without further transmitting it to any other person and includes ordinary subscribers and commercial subscribers unless specifically excluded;

"Set Top Box" (STB) shall mean 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

"Subscriber Management System" (SMS) means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets of channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period

"Agreement" means this Channel Carriage Agreement together with recitals and the Annexure, and includes any modifications thereof;

"Areas" means such areas within the DAS Areas that are identified in Annexure A annexed to this Agreement;

"Cable Services" means the transmission by cables of programs, including re- transmission by cables of any broadcast television signals;

“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;

“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 Channel Distributor;

“Confidential Information” means any confidential and proprietary information disclosed by either Party to the other Party while performing under this Agreement.

“DAS Areas” means the areas where in terms of notifications issued by the Central 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;

“Effective Date” means the date of execution of this Agreement first written above;

“Party” means individually HCNPL and Broadcaster/Authorized Channel Distributor;

“Parties” means collectively HCNPL and Broadcaster / Authorized Channel Distributor;

“Term” means the period of 2 (two) year of validity of this Agreement, commencing from the Effective Date, unless this Agreement is terminated earlier in accordance with the provisions of this Agreement.

(2) INTERPRETATION

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

- (a) *Bold, italicized and other stylized typefaces and the headings are used for convenience only and shall not affect the construction of this Agreement;*
- (b) *Reference to the singular includes reference to plural and vice versa;*
- (c) *References to Annexure and Schedule are references respectively to the annexure and schedule to this Agreement;*
- (d) *Reference to any gender includes a reference to all other genders; and*
- (e) *the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this Agreement.*

(3) GRANT OF RIGHT OF ACCESS FOR THE CHANNELS TO HCNPL’S CABLE TELEVISION NETWORKS

The Broadcaster/Authorized Channel Distributor recognizes investing in, setting up and maintaining digital addressable systems to serve a large subscriber base and offering consumers a significantly better experience at the right price which includes subsidies offered by HCNPL on the cost of set top boxes entails large capital expenditures and operating costs.

The Broadcaster/ Authorized Channel Distributor recognizes and agrees that in order that HCNPL makes its set top boxes available to its subscribers at competitive/subsidized rates to promote full digitization of its large subscriber base which will enable the Broadcaster/ Authorized Distributor to optimize its presence and availability to the fully digitized subscriber base, the Broadcaster/ Authorized Channel Distributor is offering to pay the Carriage Fee to access the cable television network of the company.

During the Term, in lieu of Broadcaster/Authorized Distributor paying Carriage Fee to HCNPL in such regular and timely manner as is set forth in this Agreement, HCNPL agrees to carry the Channel(s) on HCNPL’s Cable Television Networks, on 24x7 basis and without any disruption and interruption, for the sole purpose of re-transmitting and re-distributing the Channel(s) in the Areas through HCNPL’s Cable Television Networks.

(4) CARRIAGE FEE, INVOICING AND PAYMENT TERMS

- (a) During the Term, in lieu of HCNPL carrying, re-transmitting and re-distributing the Channel(s) in the Areas through HCNPL's Cable Television Networks, the Broadcaster/Authorized Channel Distributor shall pay HCNPL such monthly amount plus all applicable taxes, towards carriage fee, as shall be computed basis the quantum of carriage fee charged per Channel per Subscriber per month, as is set forth in Annexure D attached to this Agreement.
- (b) Each month during the Term, HCNPL shall raise an invoice (detailing the number of Subscribers) on the Broadcaster/Authorized Channel Distributor for the applicable Carriage Fee for such month, and the Broadcaster/Authorized Channel Distributor shall pay the invoiced amount of the Carriage Fee for such month to HCNPL, vide cheque /demand draft issued in favor of "Home Cable Network [P] Limited", on or before the due date as is mentioned in such invoice. In the event of the Broadcaster/Authorized Channel Distributor failing to pay the invoiced amount of the Carriage Fee for a month to HCNPL within the applicable due date of payment, HCNPL shall be entitled to charge interest at the rate of 18% (Eighteen percent) per annum for the period of delay in payment, in addition to HCNPL retaining the right of terminating the Agreement in terms of the applicable provisions of this Agreement. No cash payments shall be made by the Broadcaster/Authorized Channel Distributor towards any monthly Carriage Fee or any dues thereof. In the event a negotiable instrument issued by the Broadcaster/Authorized Channel Distributor is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to HCNPL under applicable laws, the Broadcaster/Authorized Channel Distributor shall be liable to pay HCNPL an amount of Rs. 10,000/- (Rupees Ten Thousand Only) for each such dishonored, disapproved or rejected negotiable instrument.
- (c) At the time of making payment of any Carriage Fee, if any withholding tax/TDS is to be deducted by the Broadcaster/Authorized Channel Distributor in terms of the provisions of Indian Income Tax Act, 1961 (as amended from time to time), the Broadcaster/Authorized Channel Distributor shall make such deductions and provide tax withholding certificates to HCNPL within such period as has been specified in the Income Tax Act/Rules/Notifications/Circulars issued there under.

(5) TERM, TERMINATION AND EFFECTS OF TERMINATION

- (a) This Agreement shall be valid for the Term. If the Parties agree to extend the Term, a new agreement shall be executed upon mutually agreeable terms and conditions.
- (b) This Agreement will stand automatically terminated in the event of:
 - i. either Party's insolvency, bankruptcy, liquidation, dissolution, winding up, assignment to the benefit of its creditors, appointment of a receiver; and
 - ii. suspension, cancellation or revocation of the requisite approvals, licenses, authorizations and permits of either Party from the concerned governmental or regulatory bodies, that are necessary for the purposes of this Agreement.
- (c) HCNPL shall have the right to terminate this Agreement if the Broadcaster/Authorized Distributor fails to make timely payment of any Carriage Fee and such non-payment continues even after expiry of 15 (fifteen) days from the date of notice in such regard by HCNPL to the Broadcaster/Authorized Channel Distributor.
- (d) In the event of termination of the Agreement by HCNPL, HCNPL shall stop carrying the Channel(s) on HCNPL's owned/ operated Cable Television Networks and also seize the integrated receiver decoders/professional integrated receiver decoders, CAM Modules, viewing cards/smart cards and remotes of the Channel(s) ("Equipment") of the Channel(s) until such time as due payment is made by Broadcaster/Authorized Channel Distributor along with late payment interest fee calculated at 18% (Eighteen percent) per annum for the period of delay in payment. Additionally, HCNPL shall have the right to initiate applicable legal proceedings against the Broadcaster/Authorized Channel Distributor for, inter alia, recovery of the due amount and any other equitable remedy that may be available to HCNPL.

REPRESENTATIONS & WARRANTIES

- (a) The Parties hereby represent, warrant and undertake to each other that:
- (i) They are respectively competent in law and have full right and absolute authority to enter into this Agreement and to fully perform their rights and obligations and that there is no legal or other impediment in their doing so.
 - (ii) This Agreement duly executed and delivered by the Parties constitutes a valid and binding obligation of the respective Parties enforceable against each respective Party in accordance with its terms.
 - (iii) They shall at all times during the Term, and also otherwise, comply with all the laws applicable to them respectively.
- (b) Broadcaster/Authorized Channel Distributor hereby represents, warrant and undertakes to HCNPL that:
- (i) The Broadcaster has valid permits/license from the Ministry of Information and Broadcasting for Up linking / down linking the Channel(s) in India, true certified copies of which shall be provided by the Broadcaster to HCNPL at the time execution of the Agreement;
 - (ii) There is no present or prospective claim, proceeding or litigation in respect of the programme content of the Channel(s), or the title thereof, or the ownership of copyright in the programme content of the Channel(s) which may in any manner infringe upon any third party's rights.
 - (iii) The Broadcaster shall ensure that the Channel(s) shall comply with the Programming Code and the Advertisement Code issued by the Central Government;
 - (iv) The programme content for each of the Channel(s) shall correspond and represent the appropriate genre as registered with the appropriate licensing/ registration authority and as indicate, including the language of the Channel(s).
 - (v) There are no past dues payable on account of carriage fee or channel placement charges to HCNPL with a default or withholding payments in arrears for the past 3 years pending towards settlement of such accounts.
 - (vi) The Broadcaster/ Authorized Channel Distributor shall provide its programming schedule at least 30 days in advance for the purpose of insertion in Electronic Programming Guide (EPG).
 - (vii) The Broadcaster/ Authorized Channel Distributor shall provide including but not limited to Professional IRD boxes of a reputed manufacturer, Cam Module, Smart Card, Remote and all other equipment which are proprietary in nature and related with reception of digital signals at installation NOC (Network Operating Centre) premises indicated by HCNPL;
 - (viii) HCNPL shall not be liable to the Broadcaster/Authorized Channel Distributor or any other party for any infringement of copyrights of any third party or any other illegality in respect of the programme content of the Channel(s). The Broadcaster shall be solely responsible for ensuring that the intellectual property rights of the Channel(s) remain protected in the Area and HCNPL shall not be held liable for violation of such intellectual property rights in any manner; and
 - (ix) The Broadcaster/Authorized Channel Distributor shall not claim adversely to or challenge the intellectual property of HCNPL, or its authorized agents. The Broadcaster/Authorized Channel Distributor shall not use any material containing any of the intellectual property of HCNPL nor authorize or permit others to make use of the intellectual property / Trade mark / service logo of HCNPL without seeking a written consent for the same.

(7) INDEMNIFICATION

Each Party shall, at its own expense, forever keep and hold the other Party and such other Party's directors, officers, employees, agents, subcontractors, affiliates and subsidiaries fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to the defaulting Party's acts, omissions, misstatements, and representations and warranties or any of its obligations pursuant to the Agreement.

(8) LIMITATION OF LIABILITY:

Notwithstanding anything contained in this Agreement, including the Indemnification provisions, the entire liability of HCNPL for any and all claims arising out of this Agreement to the Broadcaster/Authorized Channel Distributor or to any third party shall not exceed the lowest Carriage Fee for any 1 (one) month that has till such date been received by HCNPL from the Broadcaster/Authorized Channel Distributor. Liability in excess of such Carriage Fee paid, if any, shall be borne by the Broadcaster/Authorized Channel Distributor.

(9) TAXES

Each Party shall individually be responsible for payment of any statutory / government taxes, revenues, duties, levies etc. which are or may become payable pursuant to this Agreement by such Party.

(10) FORCE MAJEURE

Neither Party shall be liable for any delay/inability to carry out any of the obligations under the Agreement resulting or caused by any reason due to any technical difficulty, hardware breakdown, system outage, acts of God, riots, strikes, lock-out, war, enactments, statutes, ordinance, legislation, court orders, directions of any local or civic body or statutory authorities, or any catastrophes, such as fire, earthquakes, floods or famine or incidents beyond the control of either Party. In the event any force majeure prevails for continuous for 30 (thirty) days, the affected Party shall forthwith send a notice to the other Party and upon receipt of the said notice, the Parties shall promptly consult and decide how to respond to such force majeure condition, including, without limitation whether to terminate this Agreement or waive such performance, based on the degree to which the force majeure condition shall have influenced the performance of this Agreement.

(11) DISCLAIMER OF AGENCY

Neither Party shall be or hold itself as the agent of the other under this Agreement. This Agreement between HCNPL and the Broadcaster/Authorized Channel Distributor is on principal to principal basis and is terminable in nature.

(12) CONFIDENTIAL AND PROPRIETARY INFORMATION

Either Party shall keep in strict confidence any Confidential Information received from the other Party and shall not disclose the same to any person, not being a party to this Agreement. Each Party shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. Disclosure of Confidential Information by any Party to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of the disclosing Party and the other Party shall not acquire any rights in such Confidential Information. Confidential Information shall not be treated as Confidential Information when:

- (a) is already in the public domain or deemed to be available to the public;
- (b) hereafter becomes publicly known through no wrongful act, fault or negligence of the receiving Party;
- (c) was in the receiving Party's possession prior to receipt from the disclosing Party;
- (d) is received without obligation of secrecy from a third Party free to disclose such information;

- (e) is subsequently independently developed by the receiving Party without use of any of the disclosing Party's proprietary Information;
- (f) is approved for release or use by written authorization from the disclosing Party;
- (g) is required to be disclosed by any of the Parties at the request of or at the express direction of any Government or Judicial Agency; or
- (h) is independently developed by employees of the receiving Party who have not had, either directly or indirectly, access to, or knowledge of such Confidential Information.

(13) NON-ASSIGNABILITY

Neither Party shall assign any of its rights or obligations under this Agreement to any other/third party without the prior written consent of the other Party. However, such consent, when required, shall not be unreasonably be withheld by the other Party.

(14) NOTICE

All notices given hereunder shall be given in writing, by personal delivery, or registered post A.D. or speed post or courier, at the address of the Parties set forth in the Agreement, unless either Party, at any time or times, designates another address for itself by notifying the other Party thereof by Courier. Speed post only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by registered post A.D. or speed post or courier shall be deemed delivered on the 3rd (third) day from the date of dispatch of such registered post A.D.

(15) WAIVER

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

(16) SAVING CLAUSE

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

(17) GOVERNING LAWS

This Agreement shall be governed by and construed in accordance with the laws of India. The Telecom Disputes Settlement & Appellate Tribunal, to the exclusion of all other courts/tribunals, shall have the exclusive jurisdiction to entertain any dispute arising out of or relating to this Agreement.

(18) ENTIRE AGREEMENT AND MODIFICATIONS

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

(19) COUNTERPART

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this writing on the day and year first above written.

For: Home Cable Network [P] Limited

Name: _____

Designation _____

Signature: _____ (Seal)

For: Broadcaster/ Authorized Channel Distributor

Company Name: _____

Authorized Signatory Name: _____

Designation: _____

Signature: _____ (Seal)

ANNEXURE- A

Service Area(s): Delhi, Gurgaon, Ghaziabad, Noida, Greater Noida, Faridabad & Meerut

ANNEXURE – B (Detail of Channels)

Channel Name:

Genre:

Language:

Satellite Receiving Parameters:

ANNEXURE- C (Consideration for Carriage of Channel on HCNPL Cable Network)

- a) One Time Channel Set up Fee : Rs. 500,000 (Rupees Five Lakh) per Channel
- b) Monthly Channel Transport Fee : Rs. 200,000 (Rupees Two Lakh) per Channel per Month
- c) Rs._____ per month / per STB / per Channel (Negotiable) depending on the commercial air time aired on the channel, Genre and language of the channel .