

Reference Interconnect Offer (“RIO”) for interconnection between Turner International India Private Limited (“Broadcaster”) and _____ (“Multi System Operator”) for the Digital Addressable Cable TV System platforms.

Distribution Fee	<p>For each month or part thereof during the Term of the agreement, the Multi System Operator shall pay to Broadcaster the Monthly Distribution Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.</p> <p>The a-la-carte and bouquet “Rate” per Subscriber is set out in Annexure to this RIO. The rates mentioned in the Annexure to this RIO, as referred to above, are exclusive of all taxes and levies.</p> <p>The “Monthly Average Subscriber Level” is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.</p> <p>For the purpose of calculation of the Monthly Distribution Fee payable to Broadcaster, “Subscriber” means, for any calendar month, each Set Top Box, which is availing the Channel(s) of Broadcaster through the Multi System Operator.</p> <p>Calculation of Distribution Fee:</p> <p>I. In case a Multi System Operator avails one or more Bouquet(s) of Broadcaster:</p> <p>(a) If the Multi System Operator is providing the Bouquet(s) as a whole to its subscribers, the Monthly Distribution Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the Bouquet(s).</p> <p>(b) if the Multi System Operator does not offer such opted bouquet(s) as a whole to its subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to Broadcaster for such entire opted bouquet by the Multi System Operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.</p>
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	<p>II In case a Multi System Operator avails one or more or all channels of Broadcaster on ala carte rate basis:</p> <p>(a) if the Multi System Operator is providing the channels on ala carte basis to its subscribers, the Monthly Distribution Fee for such ala carte channels shall be equal to the ala carte rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.</p> <p>(b) if the Multi System Operator does not offer such opted ala carte channel(s) as ala carte to its subscriber but offers the ala carte channel (s) in packages, then the payment to Broadcaster for each of the ala carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed.</p> <p>III In case a Multi System Operator avails one or more channels on ala carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on ala carte basis of Broadcaster:</p> <p>(a) For bouquet(s), the monthly Distribution Fee shall be calculated on the basis of sub clause I above.</p> <p>(b) For ala carte channels, the monthly Distribution Fee shall be calculated on the basis of sub clause II above.</p> <p>Payment of the Distribution Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.</p>
<p>Payment Terms</p>	<p>The Monthly Distribution Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the Multi System Operator by Broadcaster without any deduction except deduction of withholding tax/TDS as provided in this RIO.</p> <p>Within seven days of end of each month, the Multi System Operator shall provide opening, closing and average number of subscribers for that month, based on which Broadcaster shall raise an invoice on the Multi System Operator. In case the Multi System Operator fails to send the report within</p>

	<p>the said period of seven days, Broadcaster shall have the right to raise a provisional invoice and the Multi System Operator shall be under obligation to pay the Distribution Fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly Distribution Fee payable by the Multi System Operator for the immediately preceding month. On receipt of the report from the Multi System Operator, the parties would conduct reconciliation between the provisional invoice raised by Broadcaster and the report sent by the Multi System Operator.</p> <p>The Multi System Operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the Multi System Operator shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 1 % above the MIBOR rate. The imposition and collection of interest on late payments does not constitute a waiver of the Multi System Operator's obligation to pay the Distribution Fee by the Due Date, and Broadcaster shall retain all of its other rights and remedies under the Agreement.</p> <p>All Distribution Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at Multi System Operator's cost and will be charged at the prevailing rates by Broadcaster to the Multi System Operator.</p> <p>If payment of the Distribution Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the Multi System Operator shall provide tax withholding certificates to Broadcaster within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p>
<p>Delivery and Security</p>	<p>All Broadcaster's Channels must be delivered by Multi System Operator to subscribers in a securely encrypted manner and without any alteration.</p> <p>The transmission specifications and infrastructure allocated by Multi system operator in respect of the broadcast signal of the Broadcaster's Channels by Multi System Operator to its subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital</p>

	addressable cable TV system platform.
Anti-Piracy	<p>In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the Multi System Operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the Broadcaster.</p> <p>To ensure the Multi System Operator's ongoing compliance with the security requirements set out in the Agreement, Broadcaster may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by Broadcaster in writing no more than twice per year during the Term, at Broadcaster's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Multi System Operator or Broadcaster, then Broadcaster shall work with the Multi System Operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, Broadcaster may, in its sole discretion, suspend the Multi System Operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster's satisfaction Multi System Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Multi System Operator to Broadcaster's satisfaction.</p> <p>Multi System Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.</p> <p>Multi System Operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by Multi System Operator at the time the Channels are made available. If Multi System Operator becomes</p>

	<p>aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose ,Multi System Operator shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify Broadcaster and the Multi System Operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the Multi System Operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the Multi System Operator and the subscriber.</p> <p>If so instructed by Information (as defined below) by Broadcaster, the Multi System Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from Broadcaster. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the “information” may even be provided by Broadcaster representatives through other means of communications such as telephonic message, fax etc and the said “information” shall later be confirmed by Broadcaster through e mail and the Multi System Operator shall be under obligation to act upon such information.</p>
<p>Reports</p>	<p>Multi System Operator will maintain at its own expense a subscriber management system (“SMS”) which should be fully integrated with the CAS (Conditional Access System).</p> <p>Multi System Operator shall provide to Broadcaster complete and accurate opening and closing subscriber monthly reports for the Broadcaster Channels and the tier and/or package containing the Broadcaster Channels within seven (7) days from the end of each month in the format provided by Broadcaster.</p> <p>Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each Broadcaster Channel and each package in which a</p>

	<p>Broadcaster Channel is included) and the Distribution Fees payable to Broadcaster and shall be signed and attested by an officer of the Multi System Operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.</p>
<p>Audit</p>	<p>Broadcaster's representatives shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the Multi System Operator relating to the Channel(s) provided by the broadcaster for the purpose of verifying the amounts properly payable to Broadcaster under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional fees are payable to Broadcaster, the Multi System Operator shall immediately pay such fees, as increased by the 2% Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the Multi System Operator to be due for such period by two (2) percent or more, Multi System Operator shall pay all of Broadcaster's costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.</p> <p>The Multi System Operator shall remain the sole owner and holder of all customer databases compiled by the Multi System Operator under the Agreement.</p> <p>Multi System Operator will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:</p> <ul style="list-style-type: none"> (i) maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing; (ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration; (iii) handling all ongoing administrative functions in relation to Subscribers,

	<p>including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;</p> <p>(iv) administering payments of any commission fees from time to time payable to the Multi System Operator's authorised agents for the sale to Subscribers of programming packages;</p> <p>(v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and</p> <p>(vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.</p>
<p>Term</p>	<p>As mutually agreed between Broadcaster and the Multi System Operator subject to a minimum of One (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.</p> <p>The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.</p>
<p>Termination</p>	<p>Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:</p> <ol style="list-style-type: none"> 1. material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so; 2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; 3. The digital addressable cable TV system licence or any other material licence necessary for Multi System Operator to operate its digital addressable cable TV system service being revoked at anytime other than due to the fault of Multi System Operator. <p>Broadcaster shall have the right to terminate this Agreement by a written notice to Multi System Operator if</p>

	<p>(i) Multi System Operator breaches any of the Anti Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or</p> <p>(ii) Broadcaster discontinues the Broadcaster Channels with respect to all distributors in the Territory and provides Multi System Operator with at least ninety (90) days prior written notice.</p> <p>Multi System Operator shall have the right to terminate this Agreement on written notice to Broadcaster if Multi System Operator discontinues its digital addressable cable TV system business and provides at least ninety (90) days prior written notice.</p>
Jurisdiction	<p>The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of /in connection with or as a result of the Agreement.</p>

Website

ANNEXURE

DISTRIBUTION FEE RATES

(A) A LA CARTE RATES

Name of Channel	A-la-Carte Rate per subscriber per month (In Rs.)
HBO HD	35

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Schedule -III

Performa for reporting by Multi System Operator of interconnect agreements entered into by them with Broadcasters & Local Cable Operators									
Column	1	2	3	4	5	6	7	8	9
	S.No	Name of contracting parties	Complete Address of party with District, State, Pin Code and telephone number	Service Area of Operation	Name of the Bouquet with Number of channels	Rate of bouquet	Subscriber Base (Month wise w.e.f. July of the previous year and upto June of the current year)	Name of a la-carte Channel & Number of channels	Rate of a la-carte channel

Column	10	11	12	13	14	15	16	17	18
	Discount, if any	Subscriber Base (Month wise w.e.f. July of the previous year and upto June of the current year)	IRD/VC No. - Channel Wise	Term of IRD	Agreement Number with date	Date of Commencement of the agreement	Date of expiry of the agreement	Carriage fee paid by the broadcaster	Remarks, if any