

REFERENCE INTER-CONNECT OFFER OF TURNER INTERNATIONAL INDIA PRIVATE LIMITED TO BE EFFECTIVE FROM 1ST MAY 2016 FOR DISTRIBUTION OF CHANNELS/ SERVICES THROUGH CABLE NETWORK IN ANALOGUE MODE ONLY IN NON-DAS AREAS.

The terms mentioned in this Reference Interconnect Offer are broad technical and commercial terms and conditions including the terms and conditions mentioned in the Applicable Laws to Affiliates for retransmitting signals of the Channel(s)/Service(s) to Subscribers in Non-DAS areas in terms of the Interconnection Regulations. On receipt of a request from the Affiliate in terms of the Applicable Laws, Company through its Authorised Agent and the concerned Affiliates shall have to enter into a detailed Subscription Agreement containing all the terms and conditions to enable the Affiliate to avail the signals of Channel(s)/Service(s) 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 a detailed agreement comprising of such broad technical and commercial terms and conditions including the terms and conditions mentioned in the Applicable Laws to distributor of channels through analogue mode retransmitting signals of the Channel(s)/Service(s) to Subscribers.
- 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) **Authorised Agent** means Zee Entertainment Enterprises Limited acting for and on behalf of and in the name of the Company i.e Turner International India Private Limited.
- g) **"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).
- h) **"Channels"** shall mean all the satellite television channel(s) distributed by the Company through its Authorised Agent and more specifically listed in Schedule I - Annexure A annexed hereto, which may be revised from time to time at the sole discretion of the Company, upon reasonable notice to Affiliate through its Authorised Agent, 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.

The above definition of "Commercial Cable Subscribers" shall be subject to change as per the directions/orders passed in Appeal No. 4 & 5 (C) of 2015 before Hon'ble TDSAT, Civil Appeal No. 3728 of 2015 before Hon'ble 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 Hon'ble Delhi High Court.

- j) **"Company"** shall mean Turner International India Private Limited.
- k) **"Company Execution Date"** shall mean the date on which the Authorised Agent of the Company signs this document for and on behalf of and in the name of the Company and concludes the Agreement between the Parties. Till the execution of this document by the Authorised Agent of 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 analogue ground cable distribution system owned or controlled and used by the Affiliate to distribute the Channel(s)/Service(s) in the Areas and includes all local ground analogue 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 Annexure 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, Mobile Telephony, OTT, 4G or any other medium not specifically mentioned in this agreement 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 DSR(s)/IRD(s), the Viewing Card(s) and remote as provided in Article 8.
- n) **"Expiry Date"** means 31st March _____ or the date of implementation of DAS in the Area, whichever is earlier.
- 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/Service 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.
- p) **"IRD(s)" / "DSR(s)"** shall mean the "Digital Satellite Receiver(s)" or "Integrated Receiver Decoder(s)" required for accessing the Channel(s)/Service(s) to be supplied or already supplied to the Affiliate directly by the Company and/or its Authorised Agent or through suppliers nominated by the Company.
- q) **"Local Cable Operators"** or "**LCOs**" shall mean the sub operators / franchisees / link operators / cable operators of the Affiliate, whose Distribution System have been authorised 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 DSR(s)/IRD(s) by Affiliate, provision of Channel(s)/Service(s) 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 including the Company's Authorised Agent, as the case may be, issued pursuant hereunder that is properly

addressed to the Notice Address of the other Party or Parties 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 or Parties by Notice to take effect three days after the receipt of such Notice by the recipient Party/Parties, the address of the office and/ or email address/Faxas 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’s Authorised Agent in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels”.
- v) **“Service”**: shall mean and include Channel(s) subscribed by the Affiliate (for which Equipment has been issued to the Affiliate) out of the Channels and more specifically listed in Schedule I - Annexure A hereto, which may be revised from time to time – (i) in the Company’s sole discretion if it ceases to have the distribution rights with respect to any of the Channel(s)/Service(s), upon reasonable notice to Affiliate, and (ii) by mutual agreement between the Parties hereto by execution of an amended Annexures in Schedule I if either Party chooses to add or delete any Channel/Service.
- w) **“Service Providers”** shall mean each of the owners, operators or distributors of any of the Channels/ Services, listed in Schedule I – Annexure A.
- x) **“Start Date”**: means ____ day of _____
- 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 Channel(s)/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 Channel(s)/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 and /or its Authorised Agent for the Channel(s)/Service(s) and as stated in Schedule I - Annexure A of the Agreement against the Channel(s)/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 and/or date of implementation of DAS in the area, whichever is earlier.
- cc) **“Viewing Card”** shall mean a card inserted into the DSR/IRD to decrypt the signals received in order to view each Channel(s)/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 to this Agreement as amended from time to time.
- c) References to Recitals, Articles, Sub-Articles, Schedules, Annexures and Parties shall form part of 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 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 Payment Period, to distribute the Channel(s)/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. Notwithstanding anything contained in this Agreement, the rights granted by the Company to the Affiliate under this Agreement shall be limited only to broadcast reproduction right as set out in the Indian Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Affiliate to provide its Subscribers the right to further communicate, or re-transmit Channel(s)/Service(s) in any manner whatsoever.
- 2.2 This Agreement does not authorize or give the Affiliate any rights to:
 - a. provide the signals of the Channel(s)/Service(s) beyond the Areas authorised by the Company.
 - b. distribute the signals of the Channel(s)/Service(s) 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 Channel(s)/Service(s) 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, Mobile Telephony,OTT, 4G, 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 Channel(s)/Service(s) to the LCOs or Subscribers not declared by the Affiliate to the Company.
 - d. distribute the signals of the Channel(s)/Service(s) to Commercial Subscribers.
 - e. make any interference/insertion/blacking out/de-modulation with the Channel(s)/Service(s).
- 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 and/or its Authorised Agent shall be entitled to claim damages 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 Authorised Agent and may be fully utilized / exploited by the Company and /or its Authorised Agent, 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 Channel(s)/Service(s) directly to other Affiliates and/ or Subscribers and to appoint other Affiliates in the Area for the purpose of distributing the Channel(s)/Service(s).
 - b) to vary the Rates of Channel(s)/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 the Company shall think fit or withdraw Channel(s)/Service(s) which the Company proposes to withdraw. In the circumstance any Channel(s)/Service(s) 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 Channel(s)/Service(s) , the Affiliate shall request the Company and/or its Authorised Agent 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/or its Authorised Agent 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 Channel(s)/Service(s) shall be conditional upon the performance by the Affiliate of all its obligations hereunder and mere possession of the DSR(s)/IRD(s) shall not entitle the Affiliate to receive and / or distribute the Channel(s)/Service(s).
- 2.7 It is further expressly agreed between the Parties that the Channel(s)/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 Channel(s)/Service(s) are provided by the Affiliate or its LCOs, at the time of the execution of this Agreement and the Company and/or its Authorised Agent 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 and/or its Authorised Agent 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 and/or its Authorised Agent.

ARTICLE 3
OBLIGATIONS OF THE AFFILIATE

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

3.1 Reception and Distribution of the Channel(s)/Service(s):

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

Affiliate agrees and acknowledges that the Company shall have the right to change the satellite carrying each of the Channels'/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 and/or its Authorised Agent of any change in the satellite transmitting any of the Channel(s)/Service(s), the Affiliate shall make all necessary arrangements to ensure continued access to the Channel(s)/Service(s), provided that the Company and/or its Authorised Agent shall not be liable to Affiliate, its LCOs or Subscribers for any failure to access the Channel(s)/Service(s) 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 Channel(s)/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 and/or its Authorised Agent 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 Channel(s)/Service(s) provided to the Affiliate.

3.4 Continuous and Quality Transmission

Maintain a high quality of signal transmission for the Channel(s)/Service(s) without any disturbances or disruptions or interruptions. The Affiliate agrees and undertakes that it shall ensure continuous distribution of the Channel(s)/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 Channel(s)/Service(s) and without blacking it out or interfering with the Channel(s)/Service(s) or their signals in any manner whatsoever.

Affiliate shall not store or cause to be stored in any manner any content from any Channel(s)/Service(s). Affiliate shall not deploy any advertisement skipping function in the Distribution System.

3.5 Non Transfer of DSR(s)/IRD(s)

(a) Except in accordance with the provisions, 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 and/or its Authorised Agent 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 and/or its Authorised Agent.

(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 and/or its Authorised Agent 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 Channel(s)/Service(s) will be deemed as without authorization from the Company and this Agreement will be terminated by giving the Notice as specified in the Applicable Law, to the Affiliate and the signals of the Channel(s)/Service(s) 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 and/or its Authorised Agent.

3.6 Event/Programming Options

That the Company 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 Channel(s)/Service(s). The said programs etc. can be withdrawn at any time by the Company without any prior notice to the Affiliate. The Affiliate shall distribute the Channel(s)/Service(s) in its entirety as and in the same manner as it is delivered by the Company, without any addition, deletion, demodulation, turning around, time shifting, multiplexing, modification or variation in the Channel(s)/Service(s) or its signals, whatsoever. In case the channels are not distributed as per the terms of this Article, the Affiliate shall be liable to pay damages 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 Channel(s)/Service(s) and, in particular;

- a) name and address, billing & payment and other details of all the Subscribers including the Channel(s)/Service(s) 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 and/or its Authorised Agent within five days after expiry of every month and also send a copy of the same on demand by the Company and/or its Authorised Agent.

3.8 Access to Records/Audit

- a) to make available to the Company and/or its Authorised Agent, 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 Channel(s)/Service(s), DSR(s)/IRD(s), LCOs or the Subscribers as
- b) the Company and/or its Authorised Agent may require; and
- c) to allow the authorised officers, employees or representatives of the Company and/or its Authorised Agent to have access to any books and records and to take such copies of them as they may require. Provided however that neither the Company's and/or its Authorised Agent's acceptance of any such information, nor the Company's and/or its Authorised Agent's inspection or audit of the Affiliate's records or accounts will prevent the Company and/or its Authorised Agent from later disputing the accuracy of completeness of any payment made in favour of "Zee Entertainment Enterprises Limited- A/c Turner Channels" 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 and/or its Authorised Agent 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 Channel(s)/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 Channel(s)/Service(s) except as expressly set forth in this Agreement, nor shall the Affiliate grant to others, the right to use the Channel(s)/Service(s) or any other rights in and to the Channel(s)/Service(s) 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 Channel(s)/Service(s), or any mark of the right holders of any programming exhibited on the Channel(s)/Service(s) (collectively, the “**Intellectual Property**”) shall belong exclusively to the Company with respect to its Channel(s)/Service(s) 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 Channel(s)/Service(s)) assert proprietary or other rights, which the Company and/or its Authorised Agent 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 Channel(s)/Service(s) only with the prior written consent of the Company and/or its Authorised Agent. 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 Channel(s)/Service(s), which are distributed by the Affiliate. Such marketing materials shall require the prior written approval of the Company and/or its Authorised Agent.
- 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 signals of the Channel(s)/Service(s) / of the Company which include any insertion or deletion in any material or mark in the Channel(s)/Service(s), turning around, time shifting, multiplexing, demodulation of the Channel(s)/Service(s) and its signals.
- f) To distribute the Channel(s)/Service(s) in its entirety and in the same manner without blacking out and/or interfering with the signals of the Channel(s)/Service(s).
- g) To notify the Company and/or its Authorised Agent of any suspected infringement of the Intellectual Property.
- h) To extend all co-operation as may be required by the Company and/or its Authorised Agent for taking necessary action against such infringement.
- i) To compensate the Company or the owners of the Channel(s)/Service(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 authorised by the Company and/or its Authorised Agent 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 Channel(s)/ Service(s) which may be placed by the Company or the owners of the Channel(s)/Service(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 and/or its Authorised Agent.

- o) Not to remove any name or mark including fingerprinting from the Channel(s)/Service(s) of the Company.
- p) to use its best efforts to promote awareness of the Channel(s)/Service(s) 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 its existence, any material /information which violates any conditions imposed by the Company or its program suppliers and disclosed to the Affiliate by the Company and/or its Authorised Agent 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 Channel(s)/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 and/or its Authorised Agent.
- b) The Affiliate shall also provide a list of each location within the Area to which its LCOs are providing the Channel(s)/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 Channel(s)/Service(s) is unauthorised and the Company is entitled to deactivate the Channel(s)/Service(s)/terminate the Agreement by giving the Notice as per the Applicable Laws through its Authorised Agent.

3.12 Revision of Subscriber Base:

- a) The affiliate agrees and acknowledges that the Company and/or its Authorised Agent 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 and/or its Authorised Agent 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 in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" the difference within 7 days' after such determination. If Affiliate fails to pay such additional fees, The Company may immediately suspend any of the Channels/Services or terminate this Agreement without prejudice to its rights to claim such additional fees with applicable interest.
- b) In the event the Company and/or its Authorised Agent believes in its sole discretion that Affiliate has suppressed or failed to disclose to the Company and/or its Authorised Agent the correct number of Subscribers and/or LCOs, the Company and/or its Authorised Agent 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 the Company's and/or its Authorised Agent'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 unauthorised access to the signals of the Channel(s)/Service(s) and the Company and/or its Authorised Agent shall have the right to terminate the Agreement and/or disconnect the signals of the Channel(s)/Service(s) in addition to any other legal or equitable remedies available to it.

- d) If during the Term, the Affiliate wants to add any Channel/Service, 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 Channel(s)/Service(s) 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 in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" 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 and/or its Authorised Agent 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 and/or its Authorised Agent shall choose the LCOs out of those declared by the Affiliate. The Affiliate agrees to render full support and assistance to the Company and/or its Authorised Agent 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 and/or its Authorised Agent 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 including without limitation 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 Channel(s)/Service(s)

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 and/or its Authorised Agent 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 and/or its Authorised Agent without any objection raised by the Affiliate.

3.14 TRANSFER / ASSIGNMENT OF CHANNEL(S)/SERVICE(S)

- a) Except in accordance with the provisions , not to transfer/assign its network and/or agreed Area (as mentioned in this Agreement) or any part to any other Affiliate/network without the prior written approval of the Company and/or its Authorised Agent and any such transfer/assignment shall be illegal, without authorization and impermissible;
 - b) It is further agreed that the Affiliate shall distribute the Channel(s)/Service(s) only in the agreed Area and the distribution of Channel(s)/Service(s) beyond the agreed Area will require written authorization/approval of the Company and/or its Authorised Agent as well as an Agreement will be required to be signed for the same and the distribution of Channel(s)/Service(s) beyond the agreed Area without authorization will be deemed as illegal and unauthorised distribution. It is clarified that for abovesaid transfer/assignment and/or extension of distribution of Channel(s)/Service(s) in other Area a written approval of the Company is required and mere intimation by the Affiliate for any such transfer/extension will not be deemed as consent of the Company and/or its Authorised Agent..
 - c) If the Company and/or its Authorised Agent has consented to such transfer under the provisions; 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 in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels” for minimum number of LCOs as the Affiliate is or was paying at the time of transferring the Channel(s)/Service(s) 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/Services or fulfill any other commercial consideration as a precondition for receiving Channel(s)/Service(s). .
- 3.17 The Affiliate shall offer the Channel(s)/Service(s) to Subscribers on an as-is basis in a linear manner only and shall not offer any Channel(s)/Service(s) on the basis of any specific programming event, feature, characteristic or attribute. Affiliate shall make available the Channel(s)/Service(s) in a Subscriber Package to Subscribers on 24/7/365 basis with effect from such Channel(s)/Service(s) 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(s)/Service(s) or discontinue the exhibition of any Channel(s)/Service(s) offered by it as part of a Subscriber Package for a period of three(3) 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 Channel(s)/Service(s) in a Subscriber Package in a manner which directly or indirectly permits the Subscriber to remove or discontinue subscription to any Channel(s)/Service(s) offered as part of a Subscriber Package.
- 3.20 If the Company launches any new Channel(s)/Service(s) 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)/Service(s) other than as expressly permitted under this Agreement. The Affiliate shall offer the Channel(s)/Service(s) to Subscribers either on an A-la-carte basis or as a Subscriber Package, provided none of the Channel(s) are disadvantaged or otherwise treated less favourably with respect to competing channels on a Genre basis, or included in any Subscriber Package or tier that contains any service with pornographic content or any gambling content. Further, the Affiliate shall not offer limited period exhibition of any Channel(s)/Service(s) to Subscribers.
- 3.22 The Affiliate shall be responsible for the negotiation, acquisition, maintenance and payment of all charges and fees associated with distribution of any music, voice or other audio material as part of Channel(s)/Service(s) (if any), including any music public performance, mechanical and/or synchronisation licences (and fees in respect of them) and any fees due to any programme creators or other talent.

3.23 Anti Piracy:

- (a) The Affiliate shall take all necessary action to prevent any unauthorized access to the Channel(s)/Service(s) in the Area and shall regularly obtain and provide to Company and/or its Authorised Agent updated piracy reports.
- (b) The Affiliate shall not allow unauthorized taping or receipt of the Channel(s)/Service(s). The Affiliate shall not authorize, cause or suffer any portion of any of the Channel(s)/Service(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for transmission and re-transmission of the broadcast signal by the Affiliate in accordance with the terms of this Agreement. If Affiliate becomes aware that any unauthorized third party or LCO is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channel(s)/Service(s) for any other purpose, Affiliate shall forthwith notify the Company and/or its Authorised Agent either by way of fax, or e-mail of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channel(s)/Service(s) for any other purpose.
- (c) If so instructed by a valid 'Information' (as defined below) from the Company and/or its Authorised Agent in the manner set out in this Clause, the Affiliate shall shut off or de-authorize the retransmission to any unauthorized subscriber or a subscriber or a LCO indulging in piracy, within ten minutes from the time it receives such instruction from the Company and/or its Authorised Agent. 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 the Company and/or its Authorised Agent through other means of communications such as telephonic message, or fax and the said "information" shall later be confirmed by the Company and/or its Authorised Agent through e mail and the Affiliate shall be under obligation to act upon such information. The Affiliate undertakes to take all appropriate and necessary steps and measures to prevent piracy or any other violation of intellectual property rights in the Service, directly or indirectly. The Affiliate further undertakes that:
- i) It shall ensure that no duplicate feed of the Channel(s)/Service(s) are provided;
- ii) It shall not indulge into Channel(s)/Service(s) disguise (as an example showing the Channel(s)/Service(s) under the name or heading of any other channel distributed by the Affiliate with the view to under declare the total number of Subscribers); and
- (d) The Company and/or its Authorised Agent shall be entitled to visit and inspect any and all offices, head ends, control room and other locations of the Affiliate and / or any of its LCOs at any time by giving prior reasonable notice. The Affiliate shall make available any and all data, records, systems information and details for inspection and audit by the Company and/or its Authorised Agent on reasonable notice to the Affiliate, during normal business hours. The Affiliate shall make best efforts to facilitate Company's and/or its Authorised Agent's inspection and enquiry of any of its LCO. The Affiliate shall also make best efforts to ensure that the obligations of relating to content protection and Anti Piracy as contained under this clause shall be duly incorporated in the agreements that it executes with its LCOs.
- (e) The Affiliate shall not:

- (i) Transfer, alienate or part with possession of the DSR/IRD and or Viewing Card to and in favour of any third party without prior written permission of the Company and/or its Authorised Agent; and
 - (ii) Change, remove or shift the DSR/IRD and or Viewing Card from its authorised location i.e. the one recorded in the Agreement without prior written approval of the Company and/or its Authorised Agent;
- (f) The Affiliate shall inform the Company and/or its Authorised Agent about any proposed addition or deletion of any new LCO together with their area of operation and subscriber base from time to time. Any such LCO shall be added by the Affiliate only after it has produced a no dues certificate or proof of payment of last invoice from the previous MSO from whom it was availing signals of satellite television channels.

ARTICLE 4

PAYMENT OF SUBSCRIPTION FEE

- 4.1 The Affiliate shall pay in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels” a fee (“**Subscription Fees**”) equal to the Rate multiplied by the Subscriber Base in terms of the Schedule I - Annexure A. 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 in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels” 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 or not by the Affiliate:
- (a) All Subscription Fees and or all revisions or modifications, due and payable shall be in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels” on or before Due Dates;
 - (b) Any other sum payable by the Affiliate in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels” 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 in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels”; 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 by way of a Demand Draft, Pay Order, cheque payable at par favouring “Zee Entertainment Enterprises Limited – A/c Turner Channels” 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 in addition to the provisions made in the Negotiable Instrument Act, 1881 for such payment default. After first default, at the sole discretion of the Authorised Agent, no payment of monthly Subscription Fees shall be accepted by the Authorised Agent from the Affiliate other than by way of a Demand Draft issued in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels”
- 4.4 The Company reserves the right to revise the Rate for the Channel(s)/Service(s) charged by it to the Affiliate subject to Applicable Law. Any change in the Rate communicated to Affiliate by the Company and/or its Authorised Agent 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 in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels” 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 Channels(s)/Service(s) or in respect of them.

- 4.7 In the event that Company and/or its Authorised Agent is of the opinion that, the number of Subscribers who are receiving the Channels(s)/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 and/or its Authorised Agent 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, without raising any dispute in this regard, unless he proves, within five days from the demand made by the Company and/or its Authorised Agent, that the opinion of the Company and/or its Authorised Agent 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 Channels(s)/Service(s) 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 and/or its Authorised Agent may take any or all of following recourses without prejudice to any other rights under this Agreement or Applicable Law:
- (a) switch off the DSR(s)/IRD(s) boxes subject to the Applicable Law, and upon the disconnection of the Channel/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 Notice as specified in the provisions of Applicable Law, and take back possession of the DSR(s)/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 Channel/Service, whether accompanied by termination or not, all sums due and payable by the Affiliate in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" shall immediately become and remain due and payable.

Provided however, the Company may at its discretion, waive its right to disconnect the Channel(s)/Service(s) 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 in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" (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 and/or its Authorised Agent..

- 4.10 In case any Channel(s)/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 Channel(s)/Service(s) are or were suspended.
- 4.11 In case the Company and/or its Authorised Agent is required to incur any cost for de-activating the Channel(s)/Service(s) of the Affiliate (due to breach committed by the Affiliate), the same shall be reimbursed by the Affiliate to the Company and/or its Authorised Agent without raising any dispute.
- 4.12 If the Affiliate wishes to transfer the Channel(s)/Service(s) to or in favour of any third party and the Company and/or its Authorised Agent has consented to such transfer under the provisions, 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 in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" for minimum number of LCOs as the Affiliate is or was paying at the time of transferring the Channel(s)/Service(s) to the third party transferee.

- 4.13 The Affiliate shall make payment of the Subscription Fee in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" 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. .
- 4.14 The Affiliate shall be strictly under an obligation to pay the regular monthly Subscription Fee in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" 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 and/or its Authorised Agent by way of a written communication and have remained unpaid as on 31st March _____ and/or on the expiry/termination of this Agreement (whichever is earlier) ("**Last Date**"), the Affiliate shall be under an obligation to pay all the outstanding Subscription fee in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" 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 Notified Areas 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/ associate/partner entities to "Zee Entertainment Enterprises Limited – A/c Turner Channels" 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 and/or its Authorised Agent 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 and/or its Authorised Agent 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 in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" the difference within 7 days after such determination. If the Affiliate fails to pay such additional fees, the Company and/or its Authorised Agent may immediately suspend any of the Channel(s)/Service(s) or terminate this Agreement without prejudice to its rights to claim such additional fees or rendition of accounts with interest.
- 4.17 The Affiliate 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.
- 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(s)/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 and/or its Authorised Agent 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 Channel(s)/Service(s) to the Affiliate in accordance with the provisions , 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 in favour of “Zee Entertainment Enterprises Limited – A/c Turner Channels” the Subscription Fee and any revision in time and also any difference between the Subscription Fees and any revisions determined in accordance with the provisions of this Agreement.
 - (c) the Channel(s)/Service(s) 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 and/or its Authorised Agent may at any time enter the Installation Address, through its duly authorised representatives and inspect the Equipment.
 - (e) The Affiliate shall not, without the prior written consent of the Company and/or its Authorised Agent, 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 to the breaches of its obligations hereunder.
 - (g) The Affiliate shall not use any decoding /receiving equipment other than that recommended by the Company and/or its Authorised Agent and shall not use such equipment for any purpose except in connection with receiving the Channel(s)/Service(s).
 - (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 Channel(s)/Service(s) 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 Channel(s)/Service(s) or any part of it; or
 - (iii) allow any third person to reproduce, redistribute free or for a charge, resell the Channel(s)/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 Company's Channel(s)/Service(s) as detailed in Schedule I – Annexure- A 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 to 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, especially 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 and/or its Authorised Agent shall be free to suspend the Channel(s)/Services by giving the Notice as per Applicable Law 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 Channel(s)/Service(s) hereunder provided and or use the Channel(s)/Service(s) 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 authorises others to copy, tape or otherwise reproduce any part of the Channel(s)/Service(s), without the Company's and/or its Authorised Agent's prior written authorisation. It shall not copy or tape programs or re-sale or sub-license and shall immediately notify the Company' and/or its Authorised Agent of any unauthorised copying/taping or use of any part of the Channel(s)/Service(s) and shall fully co-operate with all request by the Company and/or its Authorised Agent 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 Channel(s)/Service(s) 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 the Company and /or its Authorised Agent's prior written consent, add any distribution systems to this Agreement or distribute the Channel(s)/Service(s) via any distribution system or medium not covered by this Agreement.
- (ix) The LCOs shall distribute the Channel(s)/Service(s) in accordance to the terms and spirit of this agreement and all the obligation applicable to the Affiliate towards the Company and/or its Authorised Agent will be deemed to be applicable to the LCO.
- (j) The Company at any time during the Payment Period or prior to renewing the Channel(s)/Service(s) 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 the Company may direct. And such addendum shall form part of this Agreement.
- (k) In the case of LCO, if the Company and/or its Authorised Agent 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 and/or its Authorised Agent 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 in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels". In such an event, the Company and/or its Authorised Agent 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 Authorised Agent may not be 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 Channel(s)/Service(s) 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 Channel/Service, including and in respect of the retransmission of Channel(s)/Service(s) or of the Affiliate's exercise of right to receive remuneration.
- 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 and/or its Authorised Agent that each warranty which is set out in this Article or which could be treated as a separate warranty shall be construed independently of each other. Each of the warranties is a separate and independent warranty, representation and undertaking and the rights of the Company and/or its Authorised Agent 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 and/or its Authorised Agent 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 and/or its Authorised Agent, 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 and/or its Authorised Agent under law, the Affiliate shall indemnify and hold harmless the Company and/or its Authorised Agent, 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 and/or its Authorised Agent.
- 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 and/or its Authorised Agent to disconnect the Channel(s)/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 Company and/or its Authorised Agent/representatives/authorised 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 AND IT'S AUTHORISED AGENT

- 6.1 It is expressly understood and agreed between the Parties that the Company and/or its Authorised Agent 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 unauthorised or improper use, tampering, negligence or failure to follow the Company and/or its Authorised Agent's instruction, or any use of the Equipment with any apparatus or equipment not authorised by the Company and/or its Authorised Agent;
 - (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 and/or its Authorised Agent;
 - (e) any indirect or consequential loss resulting or any other default on the part of the Company and/or its Authorised Agent 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/Service or programs by the Service Providers or otherwise.
- 6.2 It is expressly agreed by the Affiliate that the Company and/or its Authorised Agent 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 the Company and/or its Authorised Agent'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 the Company and/or its Authorised Agent shall not be liable for any consequential, incidental, indirect, remote, economic or punitive damages even if the Company and/or its Authorised Agent 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 or Implementation of DAS in the area, whichever is earlier ("**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 Channel(s)/Service(s) 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 (As Amended) 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 Channel(s)/Service(s) 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 and/or its Authorised Agent'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 Channel(s)/Service(s) provided to the Affiliate until the earlier of: (i) the execution of a new agreement between the Parties for the provision of the Channel(s)/Service(s); 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 Channel(s)/Service(s), 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.

ARTICLE 8

EQUIPMENT AND ADDITIONAL CHARGES

8.1 ADDITIONAL CHARGES

The Company and/or its Authorised Agent 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 of Rs. _____ per DSR/IRD in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels".
- b) "**Processing Fees**": The Company's Authorised Agent may require the Affiliate to pay one time non-refundable Processing Fee of Rs. _____ per DSR/IRD in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels".
- 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(s)/Service(s) 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 and/or its Authorised Agent 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(s)

- a) The Viewing Card(s) supplied by the Company through its Authorised Agent shall at all times remain the sole and exclusive property of the Company and the Affiliate shall forthwith return the same to the Company and/or its Authorised Agent upon expiry or earlier termination of the Agreement and/ or, at the request of the Company and /or its Authorised Agent. 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 Channel(s)/Service(s).
- 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 unauthorised 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 and/or its Authorised Agent. 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 and/or its Authorised Agent for any loss or damages caused to the Company and/or its Authorised Agent for such mis-utilisation or mishandling or un-prescribed use. In any such event, the Company and/or its Authorised Agent 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 Company and/or its Authorised Agent shall not be liable for any defect in the Viewing Card(s), which is attributable to any unauthorised 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 and/or its Authorised Agent. In the

event the Affiliate desires new Viewing Card(s) for any Channel(s)/Service(s), the same may be issued at the discretion of the Company and/or its Authorised Agent on payment of such charges as may be specified by the Company and/or its Authorised Agent 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 and/or its Authorised Agent immediately.

8.3 **THE DSR(s)/IRD(s)**

- a) The DSR(s)/IRD(s) shall be used by the Affiliate exclusively for viewing the Channel/Service for which it is issued. The DSR(s)/IRD(s) supplied by the Company to the Affiliate, shall at all times remain the sole and exclusive property of the Company and the Affiliate shall forthwith return the same to the Company and/or its Authorised Agent upon expiry or early termination of the Agreement and/ or, at the request of the Company and/or its Authorised Agent. It is clearly understood by the Affiliate that mere possession of a DSR/IRD shall in itself not confer any right on the Affiliate to receive the Channels/Services.
- 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 DSR(s)/IRD(s) given to the Affiliate by the Company and/or its Authorised Agent, the Affiliate shall intimate the same to the Company' and/or its Authorised Agent immediately and shall take steps to forthwith return the DSR(s)/IRD(s) to the Company and/or its Authorised Agent.
- c) In the event, the Affiliate fails to pay the Subscription Fee and/ or, upon expiry or termination of the Agreement, the Company and/or its Authorised Agent shall be entitled to take back the possession of the DSR(s)/IRD(s) 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 and/or its Authorised Agent after adjusting amounts due from the Affiliate. In case the Affiliate returns the DSR(s)/IRD(s), however, the Viewing Card(s) and remote (where applicable) are damaged or missing, then the Affiliate shall be liable to pay in favour "Zee Entertainment Enterprises Limited – A/c Turner Channels" such charges as specified by the Company and/or its Authorised Agent.
- d) The Affiliate shall get the DSR(s)/IRD(s) insured immediately on execution / renewal of the Agreement. In case of damage to the DSR(s)/IRD(s), the Company and/or its Authorised Agent shall on behalf of the Company recover the actual repair cost from the Affiliate. However, in case the DSR(s)/IRD(s) cannot be repaired or is beyond repair, the Affiliate shall be liable to pay to the Company and/or its Authorised Agent the cost of the DSR(s)/IRD(s) 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 and/or its Authorised Agent are allowed free and unobstructed access to the Installation Address of the Affiliate where the DSR/(s)/IRD(s), Viewing Card(s) 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 Channel(s)/Service(s).
- g) Any violation/breach of this Article shall entitle the Company to terminate the Agreement and to deactivate/disconnect the Channel(s)/Service(s). 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 and/or its Authorised Agent, (ii) each of the Company's Affiliates, assigns and successors in interest, as the case may be; and (iii) each of the respective directors, officers and employees of the Company and/or its Authorised Agent from and against any and all losses which may be incurred or suffered by the Company and/or its Authorised Agent 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 Channel(s)/Service(s) 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 or on implementation of DAS in the area, whichever is earlier.
- 10.2 The Company and/or its Authorised Agent shall have the right to disconnect/deactivate the distribution of signals to the Channel(s)/Service(s) 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 Channel(s)/Service(s) 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

Channel(s)/Service(s) in the Area;

- l) If the Affiliate in any manner jeopardises or interferes with intellectual property rights vested in the Company in the Channel(s)/Service(s) or any part;
 - m) In the event the Company and/or its Authorised Agent is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Company and/or its Authorised Agent to provide the Channel(s)/Services or any part to the Affiliate or limit the Affiliate's right or authorisation to distribute the Channel(s)/Services or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts the Company and/or its Authorised Agent to provide the Channel(s)/Services to the Affiliate under the terms of this Agreement;
 - n) If the Affiliate fails to produce a valid and subsisting registration certificate in it's name under the Cable Television Networks (Regulation) Act, 1995 for running a cable television network.
 - o) If the DSR(s)/IRD(s) are removed from the Installation Address without the prior written consent of the Company and/or its Authorised Agent or are being used, or intended to be used, at a place other than the Installation Address.
 - p) If the DSR(s)/IRD(s) provided to Affiliate are misplaced, damaged, lost or stolen or if, the Company' and/or its Authorised Agent has reason to believe, upon information received by it or otherwise, that the DSR(s)/IRD(s) are not installed at the Installation Address
 - q) If the Company and/or its Authorised Agent ceases to distribute or operate any of the Channel(s)/Service(s) 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 Channel(s)/Service(s) 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.)
- 10.3 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 Channel(s)/Services in the Area is terminated, then that part of the Agreement pertaining to the said Channel(s)/Service(s) 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.
- 10.4 In the event of termination of the Agreement, the Affiliate expressly represents, warrants, certifies and confirms that it shall return the DSR(s)/IRD(s). In the event of the Affiliate failing to return the DSR(s)/IRD(s) within a period of 7 (seven) working days' from the date of disconnection of Channel(s)/Service(s) / 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 DSR(s)/IRD(s) is not returned by the Affiliate to the Company and/or its Authorised Agent.
- 10.5 Upon the termination of this Agreement, distribution of the Channel(s)/Service(s) by the Affiliate shall be unauthorised and illegal and the Company and/or its Authorised Agent shall have the right to disconnect/deactivate the signals of the Channel(s)/Service(s). In the event that the Company is required to incur any cost for deactivating the Channels due to breach committed by Affiliate, the same shall be reimbursed by the Affiliate to the Company without raising any dispute.
- 10.6 Where this Agreement has been terminated pursuant to this Article, the Company and/or its Authorised

Agent shall have the right but not the obligation, at its sole discretion to:

- (a) Proceed 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.
- 10.7 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 an operator or ceases to distribute the signals of the Company's Channel(s)/Service(s) 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 in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" for the said notice period.
- 10.8 The Company and/or its Authorised Agent shall have the right to disconnect the Channel(s)/Service(s) 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.
- 10.9 The right of the Company and/or its Authorised Agent to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to the Company and/or its Authorised Agent 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 this Agreement ; and
 - (iii) Affiliate's confidentiality obligations under this Agreement; 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 the Company and/or its Authorised Agent may require.
 - (ii) cease to provide or distribute the Channel(s)/Service(s) to the LCOs.
 - (iii) return back to the Company and/or its Authorised Agent the DSR(s)/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 and/or its Authorised Agent.
- 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 Channel(s)/Service(s) 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 and/or its Authorised Agent before seeking signals from any other MSO.

ARTICLE 12

DISCRETION OF THE COMPANY AND IT'S AUTHORISED AGENT

UPON TERMINATION

- 12.1 In order to terminate this Agreement and discontinue the Channel(s)/Service(s) under the provisions:-
- (a) the Company and/or its Authorised Agent may invalidate the DSR(s)/IRD(s) supplied to the Affiliate, and the Affiliate will be prohibited from receiving or otherwise dealing with the Channel(s)/Service(s) during the remainder of the Payment Period; and
 - (b) the Company and/or its Authorised Agent 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 Channel(s)/Service(s) subject to such terms and conditions as are deemed fit by the Company. The said reconnection of the Channel(s)/Service(s) 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 and/or its Authorised Agent 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 the Company and/or its Authorised Agent. The Company through its Authorised Agent 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, including amendment of Schedules and Annexures.

- 13.2 In the event this Subscription Agreement is executed/ signed for and on behalf of the Company and in the name of the Company through its Authorised Agent through it's authorised official not below the rank of Executive Vice President, Senior Vice President, Vice- President/Deputy- Vice-President – from the Sales department and/or by any other officer duly authorised 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 the Company. Further, the Company and/or its Authorised Agent 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 the Company and/or its Authorised Agent by the Affiliate"
- 13.2.2 to continue to sell and supply the Channel(s)/Service(s) direct to LCOs in the Territory;
- 13.2.3 in the event of any delay in payment by the Affiliate in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" of any money due for the Channel(s)/Service(s), to cease accepting orders from and the supply of the Channel(s)/Service(s) to the Affiliate or any of its LCOs or Subscribers.

13.4 Receipt

The receipt of money in favour of "Zee Entertainment Enterprises Limited – A/c Turner Channels" shall not prevent them from questioning the correctness of any statement in respect of any money.

13.5 Force Majeure

Failure on the part of the Company and/or its Authorised Agent to perform any of its obligations and the non furnishing of the Channel(s)/Service(s), shall not entitle the Affiliate to raise any claim against the

Company and/or its Authorised Agent or be a breach under 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, an act of God, riot, act of terrorism, labour unrest or dispute, epidemics, civil commotion, strike, governmental action, satellite failure or satellite jamming, lockout, accident, or any other event of any nature or kind whatsoever beyond the control of the Company and its Authorised Agent that directly or indirectly hinders or prevents the Company and/or its Authorised Agent 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 60 (Sixty) days, 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 the Company it may be severed from this Agreement or the remaining provisions of this Agreement shall remain in full force and effect unless the Company in its discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Company through its Authorised Agent shall be entitled to terminate this Agreement by 21days' 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 the 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 Channel(s)/Service(s) 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.

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 the Company through its Authorised Agent except 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, 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 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 Fax or by electronic mail to the correct Notice Address 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 the 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/or its Authorised Agent 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 Authorised 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 Authorised 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 the 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 Compliance with Laws

Affiliate shall ensure that its sub-operators, their employee(s), directors(s), personnel shall, adhere to all Laws, including anti-corruption and anti-bribery laws, provisions of the Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002, Foreign Corrupt Practices Act of United States of America and UK Anti-Bribery Act. Affiliate shall ensure that its sub-operators and any person working on their behalf in connection with its Channel(s)/Service(s) shall not, make any payment or transfer anything of value, directly or indirectly to any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); any political party, official of a political party, or candidate for public office; any intermediary, including, but not limited to, agents or family members of government officials, for payment to any government official; any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with the Company's affairs; any Person selling a competing product in order to eliminate or restrict competition, including, but not limited to, agreements to divide the market; or any other person or entity; if such payment or transfer would violate the Law of the country in which the transaction is made.

13.17 Regulatory Intervention

In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and Telecom Regulatory Authority of India or any final un-appealable order of any competent court or tribunal which would have a material adverse effect on either of the parties, then the affected party may request that the parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this agreement including but not limited to the subscription Fees payable hereunder and such amendment to take effect from the date of such change. If the parties are unable to agree on an amendment within forty-five (45) days of the date of the request by the affected party, then either party may request TDSAT to resolve such dispute.

13.18 Confidentiality

Each party shall keep the terms and conditions (other than the existence and duration) of this agreement confidential and shall not disclose that information except: (i) as may be required by law or court order; or (ii) to a party's accountants, auditors or legal counsel who shall be bound to the confidentiality obligations of this provision. Neither party shall provide any third party with information concerning the methods employed in the business of the other party.

13.19 Proper Law, Jurisdiction and Dispute Resolution

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

13.19.2 All disputes, difference or disagreement arising out of, in connection with or in relation to this

Agreement, shall be finally decided by TDSAT only.

- 13.19.3 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.
- 13.19.4 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.

ACKNOWLEDGEMENT

I, _____ S/o _____ proprietor/ partner/ director/ authorised signatory of _____ do hereby declare and confirm that I have read and fully understood the contents of this Agreement and have voluntarily executed the same with M/s Turner International India Private 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 Turner International India Private Limited through its Authorised Agent 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:

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.

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/Channels:

SI no.	Name of the Channel(s)/Service(s)	Genre	Rate payable per month by Affiliate operating in NON DAS area(s) for each Ordinary Subscriber in Analogue mode. (Rs)	Subscriber Base	Please Tick against chosen Channels /Services
1	Cartoon Network	Kids	13.37		
2	Pogo	Kids	13.37		
3	WB	English Movies	6.60		
4	HBO	English Movies	16.69		
5	CNN International	English News and Current Affairs	1.60		
6	Toonami	Kids	13.37		

(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 7th day of the beginning of the month
Quarterly			By 7th day of the beginning of the Quarter
Half-Yearly			By 7th day of the beginning of the Half Year Term
Annually / Term			By 7th day of the beginning of the Annual Term

- *Notes:** 1. A-La-Carte rates of Turner Channels are without prejudice to Turner's rights and contentions in any proceedings before any Tribunal/Judicial/Statutory/Regulatory authority including but not limited to the remand exercise if any to be under taken by the Telecom Regulatory Authority in terms of the Order of the Hon'ble Supreme Court in Civil Appeal Nos. 5159-5164/5277-5282/5289-5294/5352-5357/5283-5288 of 2015 and also in Appeal Nos. 4 & 5 (C) of 2015 and the Petition Nos. 295 (C) of 2014 and 526 (C) of 2014 pending adjudication before the Hon'ble Telecom Disputes Appellate and Settlement Tribunal ("TDSAT").
2. Turner reserves its rights, subject to applicable regulation/order of TRAI, to revise the rate payable by Subscriber per Set Top Box 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.
3. 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.
4. The rates mentioned are exclusive of any taxes and levies imposed by local or central authorities 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 - 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)