

Reference Interconnect Offer

Non-CAS/ Analogue Systems Platform

This Reference Interconnect Offer (RIO) is being put out by pursuant to the Interconnection Notifications/Regulations issued by TRAI and contains only the basic technical and commercial conditions, complying with the same by the Affiliate, who is having a valid Registration/license to distribute the channels through its cable network in any part of the territory of India, shall only qualify it to obtain the inter connection with E24 Glamour Limited (referred as "E24") . However the Distribution Rights for the channels would be provided only after execution of Interconnection agreement by the Affiliate (MSO/Cable Operator).

The Technical and Commercial Terms of the RIO are as follows :

I. DEFINITIONS AND INTERPRETATION

The title of this Agreement and its headings are used for convenience only and shall not affect the interpretation of 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 and reference to an individual shall include his personal representative, successor or legal heir.

"Affiliate": shall mean the Multi System Operator/Cable Operator, whose reference has been set at the headings of the Inter connect Agreement, including its Agent(s) or Intermediary(ies) and/or a sub-operator(s), who is authorized as per the terms of this Agreement to subscribe the Channels in order to further distribute the same to its Ordinary Cable Subscribers (via Cable Distribution System) directly and/or through its Agents/Intermediaries.

"Agreement": means this Affiliate Interconnection Agreement together with its Schedules/Annexures attached to and forms part of this Agreement.

"Agent/Intermediaries": shall mean any person/Cable Operator including an individual, group of persons, public or body corporate, firm or any organization or body who, put, employ or install any devise/network/system and is allowed/authorized by the Affiliate to access the Channels/Service or any part thereof through the Affiliate's Cable Distribution System in order to make the Channels/Service available to its Subscriber and includes in-puters/jointers link operators/ sub- cable operator by whatever name called. It is clarified and agreed that the Affiliate shall be deemed to be acting as Principal for them to E24 and shall be responsible for their act, deeds and actions.

"Applicable Laws": shall mean and include all the applicable law, regulation, direction, notification, policy, guidelines, order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority concerning Broadcasting and distribution of TV channels and matters consequential upon and incidental thereto.

"Cable Distribution System" : shall mean the system of distribution of the Television channels in the agreed language to the Ordinary Cable Subscribers only in the same mode/manner/Format (as received by the Affiliate from E24) through the Cable Television Network of the Affiliate as defined under the Cable Television Networks (Regulation) Act, 1995. The Distribution System would not include distribution of the Subscribed channels in any other manner/mode/Format such as head-ends in the sky, Direct to Home, Multi point Microwave distribution system/multi channel multi point distribution system, Triple play, IPTV, terrestrial transmission, mobile tv or through Cellular mobile networks etc. or any other medium or technology or device.

"Channels": means such satellite-based televisions channels as mentioned in Annexure-A attached to the Agreement, which have been subscribed by the Affiliate for further distribution to its Subscribers as per the terms of this Agreement.

"Commercial Cable Subscriber": means the following categories of commercial subscribers, namely:- (i) hotels with rating of three star and above; (ii) heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India); (iii) any other hotel, motel, inn, and such other commercial establishment providing board and lodging and having fifty or more rooms; and in respect of programmes of E24, shown on the occasion of a special event for common viewing, at any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of fifty persons.

"Commercial Establishment" : means any person, other than a Multi System Operator or a cable operator, who receives the Service at a place indicated by him to E24 in order to distribute/transmit the same as integral or part of the services to its main services being provided to its customers/employees/members and/or to use the same for its own members, which inter-alia includes Hotels, Guest houses, lodges, Pubs, bars, clubs, hospitals, banks, offices and factories etc. which specifically excludes the Commercial Cable Subscribers.

"Equipment": shall include IRDs and the Viewing card(s). "Integrated Receiver Decoder (IRD) here means a device, decoder, receiver cum decoder that is able to receive and/or decode the Service; while used in conjunction with a Viewing card by the Affiliate and which has a recommendation/approval of E24 on the basis or mutually agreed parameters between the parties.

"Format" of the Channel means either Standard Definition Feed/format or High Definition Feed/format. The term High Definition channel/feed/format means which carries higher resolution of Video in 16:9 aspect ratio adopting 1080 standard.

"Intellectual Property Rights": includes all (present and future) intellectual property rights either owned by E24 and/or the Channel owners; which inter-alia includes copyright, service mark, trade name, trademark, trade secrets, rights of attribution, integrity and similarly afforded "moral rights," and any other intellectual or proprietary rights of any nature whatsoever in any part of the world, which belongs to E24/Channel owners and/or its/their associate/Group Companies. The IPR owned by E24 shall include all the rights authorized/licensed to be used (in present or in future) by E24

Material Breach – shall include but not be limited to any of the following breaches of the terms and conditions of this Agreement –

- 1) Non-payment/part payment of the Subscription fee as per the terms of this Agreement.
- 2) Under disclosure or wrong disclosure of Subscriber base
- 3) Non/wrong providing the details / List of Subscribers and/or SLRS,
- 4) Providing untrue Statement/warranties and/or in the event of a statement /warranty of the party is found to be untrue.
- 5) provision of Services by the Affiliate in any other mode/Format/manner except in the mode/Format(as received by the Affiliate from E24/manner as mentioned in the Agreement ; and
- 6) Any other breach affecting the E24 business.

"Multi System Operator": means any person who subscribed the channels and downloads the signals of them from a broadcaster and/or their authorized agencies at its Cable Network and re- transmits the same to its Subscribers/Consumers/cable operators and includes his/her authorized distribution agencies.

“Ordinary Cable Subscriber”: means individual/household/Customer and Commercial Establishments who receives the Channels/Services from the Affiliate at a place indicated by him to the Affiliate and use the same for his or for his Customers domestic/viewing purpose, without further transmitting it to any other person. The term may also be used as Customer or Cable Subscriber/ Subscriber for the purpose of convenience under this Agreement.

"Premises": means the place at which the Equipments are to be installed/housed by the Affiliate for using the same in accordance with the provisions hereof;

"Price": means the price of the Channels/bouquet as declared by E24 from time to time as per the applicable statute with respect to pricing of the Channels.

“Right” means the non exclusive rights granted to the Affiliate to subscribe the agreed Channel(s) solely for the purpose of distributing the same in the same manner/Format/mode as received by it through its Cable Network in the agreed Territory to its Ordinary Cable Subscribers in the designated language.

“Service”: means the bouquet of Channels as subscribed by the Affiliate. The term Channel and Service may be inter-changed for the purpose of convenience under this Agreement.

Subscriber: means Ordinary Cable Subscriber including the Commercial Establishments but excluding the Commercial Cable Subscribers.

"Subscription Fee/charges": means the fee/amount calculated on the basis of declared subscriber Number (base) multiplied by the price of the Channels and payable by the Affiliate to E24 for subscribing the Channels/Service, and all revisions thereof, as varied by E24 from time to time;

Service Area/Territory: shall mean the area within which the Affiliate is authorized to distribute the Services/Channel(s) through Cable Distribution System to its declared Subscribers and as specified in the RIO/Agreement.

II. TERM:

(A) Subject to earlier termination as per the terms of this RIO/Agreement, the Term of this Agreement will be for a period of One year, commencing from day of 201_ and ending on day of 201__.

(B) Either party, intending to extend the Term of this Agreement, shall give a written notice for its intention for renewal of the existing agreement to other party; two (2) months prior to the expiration of the Term and upon which the parties shall negotiate the commercial and other terms and conditions for the extended period. However in case the parties fail to arrive at consensus on the terms of the extension, this Agreement shall expire on the expiry date of the agreement.

Provided that if the negotiations for renewal of the interconnection agreement continue beyond the due date of expiry of the existing agreement then the terms and conditions of the existing agreement shall continue to apply till a new agreement is reached or for the next three months from the date of expiry of the original agreement, whichever is earlier. However, once the parties reach an agreement, the new commercial terms shall become applicable from the date of expiry of the original agreement.

Provided further that if the parties are not able to arrive at a mutually acceptable new agreement, then any party may disconnect the retransmission of TV channel signals at any time after the expiry of the original agreement after giving notice in pursuance to the applicable Statute and the commercial terms of the original agreement shall apply till the date of disconnection of signals.

III. SUBSCRIPTION AND DISTRIBUTION RIGHTS:

(A) E24 hereby grants to the Affiliate the non-exclusive Right, during the Term of this Agreement, to subscribe the agreed Channel(s)/ Service solely for the purpose of distributing the same through its Cable Network in the agreed Territory, in the same manner/Format/mode as received by, it to its Ordinary Cable Subscribers, the number of which has been (declared by the Affiliate to the E24 at the time of execution of this Agreement) mentioned in Annexure A of this Agreement and is supported by a list (agreed to be provided by the Affiliate) of the same which inter-alia includes its Agents/Subscribers along with their subscriber base as per the terms of this Agreement.

(B) It is agreed that the above said Rights are granted to the Affiliate on the basis of and in reliance upon the representation, warranties and declaration made by it (the Affiliate) particularly of its Subscriber base and the capacity of its Cable Network to distribute the Channel in the same manner/Format/mode as received by it and also is subject to and conditional upon the performance of its obligations and compliance of the provisions of this Agreement by the Affiliate; mere possession of the Equipment(s) shall not entitle the Affiliate to receive and/or distribute the Service.

(C) It is reiterated and acknowledged that the Rights for subscribing the Channel(s)/Services is only for further distribution by the Affiliate in the agreed Territory and in agreed designated language only to the declared number of Ordinary Cable Subscribers by the Affiliate.

(D) The Affiliate undertakes not to distribute the Channel(s)/Services in any other mode/Format/manner except the mode/Format/manner as provided in this agreement and nor to any Commercial Cable Subscribers. In addition the Affiliate further undertakes to distribute the Service/Channel only in agreed language without changing/dubbing or incorporating any sub-title therein. In case the Affiliate intends:

- to distribute the Channels to more subscribers than declared and/or
- to provide the Service/Channel(s) to any other area not agreed upon, and/or
- to provide the signals of the Channels to the Commercial Cable subscribers and/or
- to change the language of the Channel – either by way of dubbing and/or introducing the sub-titles or otherwise;
- to distribute the Channels in any other mode/Format/manner not provided in this agreement or in different manner/Format/mode as received by the shall take prior authorization from E24 for the same and either amend this Agreement or execute a new agreement in this respect.

(F) Other Rights :

- a. Subject to compliance of all the terms by the Affiliate, it shall be entitled to receive the Channel(s)/Service through designated Satellite and as per the terms and conditions of this Agreement. In case E24 intends to discontinue any Channel(s), it shall give a reasonable notice to the Affiliate in this respect and the Subscription fee shall be reduced accordingly as per the provisions of the applicable statutes, if any.
- b. The Affiliate shall be entitled for monthly invoice and E24 shall raise and dispatch the monthly Invoice shall issue monthly invoices to the Affiliate.
- c. the Affiliate shall be entitled to obtain the Equipments from E24 as per the terms and conditions of this Agreement only after settlement of all the terms and execution of Inter- connect Agreement;

(G) Reservation of Rights

It is agreed that E24 shall reserve the right to :

- insert, schedule the Programs of the Channels, message, content and advertisement etc and change the said schedule, programme etc and/or withdraw any of the Program from the Channel.

- commence or continue to provide the Services directly or indirectly to the Subscribers or any other persons/Operators through any platform(including Cable, DTH, IPTV etc.).
- to provide the Service to other persons/Affiliates/Operators (i.e. DTH, Cable Operators and/or any other person) for the purpose of distributing the Service at its sole discretion.
- discontinue any Channel at its discretion without any obligation to the Affiliate or any other person including Subscribers except as stated in this RIO/Agreement. In the event any Channel is withdrawn from the Service, the Subscription Fee shall be adjusted accordingly and the Affiliate would not be entitled to any other claim.
- appoint other Affiliate in the agreed Area;

It is further agreed that E24 has the sole and exclusive right/privilege/discretion to determine the program, advertisements, messages and content to be broadcasted/shown on the Channels and also reserves the rights to change or withdraw the same at any time without any prior notice to the Affiliate. E24 also reserves the right to form a new/separate bouquet of channel(s) at any time, subject to applicable law, rules, regulations or government order.

(H) All rights/authorization not specifically granted to the Affiliate in this Agreement shall remain with E24 and E24 reserves the right to provide the Service to other Affiliates/Operators for the purpose of distributing the Service at its sole discretion. In case the Affiliates intends to distribute the Channel(s)/Service through any other mode or to any other person not provided in this Agreement; it shall seek separate authorization from E24 and/or a separate agreement will be executed in this respect between the parties.

IV. OBLIGATIONS OF THE AFFILIATE:

The Affiliate undertakes and agrees to comply with all the terms and conditions of this agreement which inter-alia includes the following:

A) Reception and Distribution:

(1) The Affiliate shall download and receive, at its own expense & cost, the signals of the subscribed Channel(s)/Service, only from the designated satellites and distribute the same in the same mode/Format (as received by the Affiliate from E24) through the approved Equipments and mode as specified by E24.

(2) The subscription of the Channel(s)/Services by the Affiliate is solely for the purpose of further distribution to its declared Ordinary Cable Subscribers in the agreed Territory through the agreed Cable Distribution System of the Affiliate in the same Format as received by it.

(3) The Affiliate shall ensure reception and distribution of the Channel(s)/Service on a separate, dedicated network for reception by its Subscribers only in the same manner/Format (as received by the Affiliate from E24) and in designated/agreed language.

(4) The Affiliate also agrees to maintain a high quality of signal transmission for the subscribed Service to its Subscribers without any disturbances, disruptions/interruptions or black out. The Affiliate further agrees and undertakes that it shall distribute and ensure continuous distribution of the Channels/Service (by it and/or its Agent(s)/Intermediaries) in its entirety, during its telecast, in the same manner as it is received without any modification, including any scrolling, imposing or superimposing of advertisements or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation, disruption and/or blacking it out in any manner whatsoever.

(5) The Affiliate is authorized to supply the Services only to such numbers of Subscribers (being serviced either directly by the Affiliate or through its Intermediaries/Agents) whose details have been provided/ disclosed to E24. The Affiliate shall also intimate to E24 the details of all of its Agents (which includes their Names & Addresses, their connectivity etc.) and shall be responsible for deed, acts and action of its Agents. It is further

agreed that the Affiliate shall ensure that all the terms and conditions of this agreement will be binding upon such Intermediaries/Agent(s).

B) The Equipments:

(1) The Affiliate will be entitled to obtain the Equipment from E24 provided all the terms for subscribing the Channels have been agreed to and complied with by the Affiliate.

(2) The Affiliate shall at its own cost, collect the Equipments from the designated address of E24, which shall be returned by the Affiliate, on expiry/termination of this Agreement at the designated address of E24 at its own cost in the same condition subject to normal wear and tear. It is further agreed and reiterated that the Affiliate shall be entitled to retain the Equipment subject to compliance of the terms and conditions of the Agreement.

(3) The Equipment, so provided to the Affiliate, is and shall remain the property of E24 and except as otherwise provided in this Agreement, no right, title or interest in the Equipment(s) shall pass to the Affiliate by virtue of this Agreement.

(4) The Affiliate agrees not to temper, alienate or part with possession of the Equipment(s) or pledge and/or create charge upon them to and/or in favour of any third party without the prior written approval of E24.

(C) Subscriber base

(1) The Affiliate undertakes to intimate (at the time of execution of this Agreement) – the true and exact number of Subscribers being/to be serviced by it directly and/or by its authorized Agents. A list of which (subscribers) is to be attached by the Affiliate along with the subscriber base of the Agents (either at the time of execution of the agreement or within five days of such execution), which shall be verified by E24. The Affiliate shall provide Subscriber Line Report (SLR) and/or other details as required by E24 for verifying the Subscriber base of the Affiliate.

It is agreed and acknowledged that the Subscriber number/base declaration made by the Affiliate (of its Subscription base at the time of execution of the Agreement) is subject to verification by E24.

It is further agreed that the Affiliate shall maintain and provide a separate records of the Commercial Establishment. The subscriber base of Commercial Establishments would be calculated on the basis of number of rooms/TVs of such Commercial Establishment.

(2) The Affiliate is entitled and also agrees to distribute the Service only to the declared number of its Subscribers; however in case the Affiliate intends to provide the Service/Channel to more number of Subscribers than declared by the Affiliate in the Agreement, the Affiliate is obligated and undertakes to intimate the enhanced subscription base immediately and shall seek prior authorization from E24 and pay the subscription fee on the increased base. Any distribution of the subscribed Channel(s) to more than the declared number of subscribes without prior authorization from E24 will be deemed as distribution without authorization and will also constitute a material breach.

(3) The subscriber base as declared and being serviced by the Affiliate (at the time of execution of the Agreement) shall remain fixed during the course of the agreement, however the Affiliate may vary (increase/decrease) the subscriber base with due intimation and authorization of E24 as per terms of this Agreement.

It is agreed that either party seeking a change in the subscriber base as mentioned in the Agreement shall provide reasons and available evidence to other party for the proposed change.

Provided further that any change in the subscriber base of Affiliate on account of any Agent/Intermediary(ies)/cable operator joining or leaving the network of the Affiliate shall be equal to the

subscriber base of the Agent /cable operator, joining or leaving the network . However in case the said Agent/Intermediary(ies)/cable operator has added some other network, increased the area of its service or the subscriber base, the subscriber base as specified in this Agreement will be changed accordingly and the Affiliate shall be required to pay the subscription fee consequent upon such .

(D) Monthly Report & Subscriber Line Report

(1) The Affiliate shall provide such reports and information in accordance with the format/medium as may be specified by E24 :

- at the time of execution of the Agreement
- within Seven days after expiry of every month and/or
- within Seven days of the requisition received by E24 from time to time,

(2) The Affiliate shall also provide a location-wise report with respect to its Subscribers and Agents along with their subscriber base (hereinafter called the SLR) in accordance with the format and medium as may be specified by E24 :

- at the time of execution of the Agreement
- within Seven days after expiry of every month and/or
- within Seven days of the requisition received by E24 from time to time,

The Affiliate shall maintain and provide a separate records of the Commercial Establishment.

(3) The Affiliate shall send an updated copy of the SLR to E24 within three days of changes in its Subscriber base so as to finalize the change in subscription fee being payable by the Affiliate.

(E) Subscription Fee and other charges/payment:

(1) In consideration of subscribing the Channels/Service, the Affiliate agrees to pay to E24 the Subscription Fee (as specified in Annexure A) and/or all revisions or modifications thereof in advance on or before 5th day of every month/quarter as the case may be.

(2) E24 shall raise the invoice for such subscription fee well in advance, on receipt of which the Affiliate shall pay the Subscription fee as per sub clause (1) of clause F of Article III.

(3) E24 reserves its right to revise the aforementioned Subscription fee/Price of the Channels in accordance with the applicable statutes and/or the pricing policy of the Company from time to time. Upon such revision, the Affiliate agrees to pay the revised Subscription Fee with immediate effect without raising any dispute. It is further agreed that in case the Affiliate has paid any fees in advance, the differential amount of the subscription fees, from the effective day of such revision will be paid by the Affiliate on a pro rata basis within a period of seven days from the receipt of the notice of revised fee from E24.

(4) It is expressly agreed between the Parties that the Affiliate shall be liable to make the above said payment Fees irrespective of the fact whether the Affiliate is able to collect the same from the Subscribers or not.

(5) The parties agree and acknowledge that the Subscription fee as specified in the Annexure A of the Agreement is determined solely on the basis of the Subscriber base declared by the Affiliate and in case, after verification, E24 arrives at the opinion that the Affiliate has been distributing the Channels/Services more number of Subscribers than the number declared by Affiliate and/or the area being served by the Affiliate is larger than the declared one; E24 may, upon notice to the Affiliate, increase the Subscription Fees based upon such increased subscriber number and the Affiliate agrees to pay the increased Subscription Fees in accordance with the provisions hereof, without raising any dispute in this regard, unless he submits to the necessary documents/evidence and proves to E24, within five days from such notice, that the opinion of E24 is based on wrong information/assumption . In case it is found that the subscriber base was wrongly declared

and/or more than the declared subscriber base, the subscription fee will be charged on the basis of increased subscriber base from retrospectively.

(F) Records and Audit :

(1) The Affiliate shall be required to keep a proper and up-to-date records relating to the Channel(s)/Service of E24, the details of its Subscribers which shall inter-alia include (name & address of its Subscribers, billing & payment of the Channel(s), and other relevant details) and shall also keep a proper and up-to-date records/details of its Agents/Intermediaries along-with their exact Subscriber base; (hereinafter collectively called "the Records"). The Records shall clearly specify the exact number of the Subscribers being serviced directly by the Affiliate and the exact number of Subscribers being serviced by its Intermediaries /Agent(s). In addition the Records shall also clearly specify separately the exact number of the Commercial Establishment (including the number of rooms/TV) being serviced directly by the Affiliate and by its Intermediaries /Agent(s).

(2) The Affiliate shall provide an updated copy of the same to E24 within Seven days of every month and within seven days of the demand made by E24. In addition the Affiliate shall make available the Records and other papers/documents/details relating to the Channels/Service for inspection and/or Audit to the authorized representative(s) of E24, during the Term and within six months after expiry of the Term. The Affiliate shall also allow and co-operate with the authorized representatives of E24 to have access to such papers and Records as required by them in order to inspect/audit and /or to take copies of them.

(G) Intellectual Property Rights:

(1) The Affiliate acknowledges and agrees that E24 and/or Channel owners is/are and shall remain the sole & exclusive owner(s) of the Channel(s) and contents thereof and all rights including Intellectual Property Rights vested therein shall be the sole and exclusive property of E24.

(2) The Affiliate shall use the signals only for distributing the same to its Ordinary Cable Subscribers and shall neither record, duplicate, transmit by any means or otherwise use the Channels or any part thereof nor allow any person to do so. Also the Affiliate undertakes that it shall not authorize, cause any of the Channels or any part thereof to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose .

(3) The Affiliate shall ensure that the signals of the Channel(s)/Service would be confined to authorized area and/or to the declared number of Subscribers of the Affiliate and would not go beyond the agreed Service Area/Territory and/or the declared number of Subscribers.

(4) The Affiliate undertakes that it shall distribute and ensure continuous distribution of the Service (by it and/or its Agent(s)/Intermediaries) in the designated Territory and agreed language only in its entirety and in the same manner as it is received without any disturbances, disruptions/interruptions, modification, including any scrolling, imposing or superimposing of advertisements, incorporating sub-titles or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation. The Affiliate make the signals available to its Subscribers without any disturbance, disruption and/or blacking it out and shall also ensure that the signals of the Channel(s) shall be available to the Subscribers in continuity without any disturbance, disruption and/or blacking it out in any manner whatsoever.

(5) The Affiliate further undertakes to notify to E24 of any suspected and/or actual infringement of the Intellectual Property and take all necessary steps and actions, after taking the approval from E24, to prevent any unauthorized access to/piracy of E24 channels its Territory and will regularly provide to E24 updated piracy reports on quarterly basis. The Affiliate also agrees to take appropriate remedial actions to curb piracy in the Area with prior written approval of E24 and shall also extend all co-operation to E24 as may be required by it (E24) for taking necessary action against such infringement.

(6) The Affiliate further undertakes to abide by the provisions of the Copyrights Act, 1957 (as amended or modified from time to time, including re-enactment thereof) and rules framed there under and further undertakes not to do any act which violates the rights of E24 provided under the Agreement.

(7) The Affiliate agrees that it has not and shall not :

- acquire any proprietary rights in any of the contents of the Channels by reason of this Agreement or by reason of performance pursuant to this Agreement.
- acquire any ownership or other rights with respect to the Subscribed Channel(s) except as expressly granted in this Agreement, nor shall the Affiliate grant to others, the right to use the Subscribed Channels or any other rights pertaining to the Subscribed channels as granted in this Agreement.
- acquire any proprietary or other rights in the trade names and marks to which E24 and its associates or principals assert proprietary or other rights, which E24 may inform the Affiliate from time to time in writing and agrees not to use the same in any corporate or trade name.
- apply for registration of the Trade Name as a trade mark and not to interfere with in any manner with respect to registration by E24 nor attempt to prohibit the use or registration of the Trade Name or any similar name or designation by E24.
- Use any name or mark similar to or capable of being confused with the trade Name or the mark of the Channel and/or E24.
- Remove any name or mark including fingerprinting from the Services.
- cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so;
- distribute the Channel(s) without any disruption, interruption and blacking out
- change or use the language of the Channel(s) other than the authorized one.

(8) In case the Channels are not distributed as per the terms of this clause, E24 shall be entitled to terminate this Agreement and recover damages from the Affiliate without prejudice to any other rights available to it.

V. REPRESENTATIONS AND WARRANTIES

(A) E24 represents and warrants that it :

- has the requisite power and authority to enter into this Agreement and to fully perform respective obligation hereunder;
- shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels.
- shall take all necessary approvals and permissions as may be laid down by law and shall comply with all the applicable statute including the Rules, notifications and orders issued by the requisite Authority .

(B) The Affiliate represents and warrants that it :

- has the requisite power and authority to enter into this Agreement and to fully perform respective obligation hereunder;
- has obtained all licenses, approvals, authorization, permissions, registrations and permits necessary for receiving and distributing the Service and for performance by the Affiliate of its obligations hereunder.
- shall pay to E24 the subscription fee and revision thereof along with all the taxes and duties in time.
- shall distribute (directly and/or through its Agents) the Service only in accordance with the terms of this Agreement in the same manner/mode/Format (as received by it from E24) and in its entirety without any modification, disruption/interruption/black out.
- shall provide access of the Services to only such Agents (sub-operators/link operators/cable operators whose list has been provided to E24 (as per the terms of this Agreement) and who abide by the representations, warrants and obligations made by the Affiliate on their behalf.

- shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels.
- Shall maintain the quality/Format and standards of the respective Channels
- will not unilaterally, in any manner and for any reason whatsoever, alter, modify and/or change its existing subscriber base without prior authorization from E24 and further undertakes to furnish the updated list of cable operators along with their subscriber base to E24 on a monthly basis.
- has provided/declared the true subscriber base at the time of execution of this Agreement shall keep E24 updated for the true Subscriber Base.
- cause continuous distribution of the subscribed to all its subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever.
- has a valid registration certificate under the Cable Television Networks (Regulation) Act 1995 for running a cable Television Network and shall provide a copy of the same to E24 prior to execution of the agreement.
- shall ensure that its Agent shall always be in compliance and shall comply with of all the terms of this Agreement and all the statutory & regulatory aspects and shall be responsible for any non-compliance by them.
- shall comply with all of its obligations as specified in this Agreement.

(C) The Affiliate recognizes that it has been authorized to subscribe and distribute the Channels/Service, in reliance upon the representation, warranties and declaration made by it . The Affiliate further recognize and undertakes that he has read and understood all the terms and conditions of this Agreement/RIO and is fully aware of the same and executed this contract with his free consent

(D) The Affiliate agrees with E24 that each warranty which is set out in this Article or which could be treated as a separate warranty shall be construed independently of any other. Each of the warranties is a separate and independent warranty, representation and undertaking and the rights of the Company under, and the meaning given to, any one such warranty shall not be restricted by reference to any other warranty.

VI. DEFAULTS, DEACTIVATION & INDEMNITIES

(A) Without prejudice to any other rights including termination of the Agreement and claiming appropriate damages, E24 may, de-activate the Services of the Affiliate in accordance with the relevant provisions of the applicable statutes, in case any of the representation and/or warranty made by the Affiliate is found to be incorrect and/or the Affiliates fails to perform its duty and/or carry out its obligations as mentioned in the Agreement particularly the obligation of making timely payment, providing the true details of its Subscribers, distributing the Services through Cable Distribution System in the agreed Territory and to the declared number of Subscribers.

If the Affiliate fails to adhere to its obligations as mentioned herein, it shall be deemed to be of unauthorisedly receiving/transmitting signals and E24 shall be entitled to deactivate/disconnect the signals of the Subscribed Channels without prejudice to any other rights / remedies available to E24.

(B) It is further agreed that in case the Services are de-activated due to any default of the Affiliate E24 shall be entitled to charge the cost of deactivation and/or reactivation from the Affiliate.

(C) 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, the Defaulting party (who made the wrong representation, statement etc) shall be fully liable to the other for any and all liability, damage, costs, and expense including attorney fees, arising from such mis-representation, breach or incorrect statement.

(D) The Affiliate agrees to indemnify, defend and hold harmless E24, its affiliates, assigns and successors in interest, as the case may be; and each of its directors, officers and employees and keep them fully indemnified

and harmless against any and all losses, liabilities, claims, costs, damages and expenses which may be incurred or suffered by E24 and which may arise out of or result from :

- Non /part performance / compliance of the provisions of, and/or failure of its obligation and/or breaches of any terms and condition by it as specified in this agreement.
- any breach of any Warranty(ies), obligation(s), covenants or agreement of the Affiliate contained in this Agreement;
- any and all actions, suits, proceedings, claims, judgments, costs, expenses, including incurred in enforcing this indemnity.
- 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;

The Affiliate further agrees to compensate E24 for any liability incurred to third parties due to any breach of any of the terms and condition of this Agreement and/or for any use of the Intellectual Property otherwise than in accordance with this Agreement by it or its Agent(s);

(E) It is agreed that E24 shall not be liable for any claim in the following events :

- Change of schedule and/or withdrawal of any program from the Channel
- Withdrawal, discontinuation, black out, interruption or suspension of any Channel or programs by the Channel Owners or otherwise
- Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of E24.
- Discontinuation/withdrawal of any Channel as per the terms and conditions of this Agreement.

(F) The Affiliate undertakes that it shall be solely responsible for dealings with its Subscribers and shall be liable for any claims, actions, demands, proceedings by the Subscribers and shall keep and hold E24 harmless and indemnified in this regard. E24 shall not be liable to the Subscriber or to any other person for all or any indirect, direct, special, incidental or consequential damages arising out of or in connection with the provision of the Services or inability to provide the same whether or not due to suspension, interruption or termination of the Services or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.

(G) Subject to Clause VI of this Agreement; neither party shall claim indemnification against third party claims or non-operation of facilities or non-furnishing of subscribed channels if it is a consequence of failure of Equipment(s), satellite malfunction, natural calamity or any other reasons of beyond reasonable control of the party including force majeure.

VII. TERMINATION

(A) It is agreed that this Agreement is executed for a period of the Term mentioned in the Agreement and shall automatically come to an end by efflux of time i.e. completion of the Term. However either Party may, terminate this Agreement (prior to the Term of this Agreement) at any time by giving at least two months prior written notice to the other or the subscription fee in lieu thereof.

(B) Notwithstanding anything contained above; either of the party shall have the right to terminate the Agreement in the event of a breach of any of the undertakings, obligations representations and/or warranties given by other Party (the 'Defaulting Party') is not cured within Three (3) days or receipt of Notice of default from other party. However in case of the following events E24 may record termination with immediate effect, subject to applicable statutes :

- a) If the Affiliate's registration/license under the Cable Television Network's (Regulation) Act, 1995 is cancelled and/or not renewed.

- b) If the affiliate voluntarily or by operation of law loses control of the means to distribute the subscribed channels in the area.
- c) in case of amalgamation, consolidation or reorganization, bankruptcy or insolvency of the Affiliate
- d) In the event of assignment of the agreement by the Affiliate without prior consent of E24.
- e) If the Affiliate in any manner jeopardizes the intellectual property rights of E24 in the subscribed channels or part thereof and/or disrupt/interrupt/black out the signals of the Channels.
- f) Winding up of the business of the Affiliate voluntarily or through court order winding up the company, or the appointment of a liquidator.

(C) Upon expiration/termination of this Agreement;

- all rights granted to and obligations undertaken by, the Parties hereunder shall terminate immediately except - Affiliate's obligations to pay all amounts or Fees or other dues including damages, if any, accrued hereunder upon or prior to the expiration or termination of this Agreement; and the obligation of Affiliate with respect to indemnity and confidentiality and such other rights as may accrue upon E24 under the laws of India.
- The Affiliate shall forthwith;
 - Stop distributing the Channels to its Subscribers
 - Stop representing as the Affiliate of E24
 - cease to use the Intellectual Property and to sign such confirmation of cessation of use of Intellectual Property as E24 may require; and shall cease to provide or distribute the Service to its Subscribers.

VIII. POST TERMINATION/EXPIRY/DEACTIVATION COVENANTS

(A) It is hereby agreed that any default/failure by the Affiliate and/or its Agent of any terms and conditions mentioned in the Agreement, shall entitle E24 to disconnect the Services and /or terminate the Agreement without prejudice to any other rights available to it. Upon such deactivation/termination the entire Subscription fee, shall forthwith become due and payable by the Affiliate as reduced by amounts already paid by it towards such Subscription Fee.

Provided however in case of any default by the Affiliate, E24 may at its discretion, waive its right to disconnect the Service and/or terminate this Agreement, upon such terms and conditions as it may deem fit and proper, which shall, inter-alia, include the receipt by E24 (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 at the rate of two percent per month from the date such amounts became due and payable until they are fully paid; and (b) the re-connection charges as may be decided by the Company.

(B) The de-activation and/or termination of this Agreement, pursuant to the terms of this Agreement shall be without prejudice to any rights which have already accrued to either party under this Agreement. Where the Services are de-activated and/or Agreement is terminated due to any defaults, all sums due and payable by the Affiliate to E24 shall forthwith become and remain due and payable.

(C) Execution of the agreement with the Subscribers shall not entitle the Affiliate to receive the Service from E24, in case the services are deactivated/agreement is terminated by E24 due to any default by the Affiliate, notwithstanding anything contained in the Subscribers Contract(s), with the operator/ sub-operator in the event.

(D) In case no new agreement is executed by the parties after expiry/termination of this agreement - the Services, if continued to be provided by E24 by inadvertence or otherwise, (even if the invoices/and or receipt of the payment are issued) will be deemed to be provided on monthly basis on the same commercial terms and conditions unless otherwise determined. It is clarified that the month will be the Calendar month i.e. the beginning of the month will commence from the first day of month and not from any other date. In such a situation the signals of the Service can be withdrawn by E24 without giving any

notice to the Affiliate on the last day of the month. However in case the Services to be withdrawn/ deactivated or the Agreement to be terminated before the end of the month, any party may send three days notice to other party for such termination. The Affiliate shall be under the obligation to make the payment for the period during which such Services were received by him.

IX. PRELIMINARY REQUIREMENT

The Affiliate is required to comply with all the applicable regulations issued by TRAI and has to provide the following Documents at the time of asking for the channels along with :

- (i) A copy of the valid registration certificate issued to the Affiliate under the Cable Television Networks (Regulation) Act, 1995 for running a cable television network and also need to undertake that the registration certificate would be renewed before it is expired.
- (ii) A copy of the valid Service Tax registration.
- (iii) A latest copy of the Income tax assessment return
- (iv) A list of Subscribers being served by directly and through its Agents.
- (v) A list of its agents along with their subscriber details (for subscribers indirectly being served by the Agents).
- (vi) Identity Proof & Office Address proof
- (vii) Constitution documents – (Partnership Deed, Memorandum/Articles of Association etc. (viii) List of partners/Directors
- (viii) Office Address proof
- (ix) Mapping / Geographical representation of the Area/Territory.

Subject to complying with the preliminary requirements specified above and upon execution of Interconnection Agreement, the Affiliate will be entitled to subscribe for the Channels on the terms and conditions as specified in the said Agreement.

X. MISCELLANEOUS :

(A) Entire 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 E24 or its employees or agents and has made its own independent investigations into all matters relevant to the business.

It is further agreed that this entire Agreement supersedes all prior agreements, arrangements and understandings between the parties, written or oral, on the subject matter herein. .

B) Modifications & Severability:

Subject to terms agreed upon this agreement, any amendment/modification in the Agreement shall be subject to terms of this agreement and will effect in writing with the mutual consent of both the parties. The parties further agree that any provision of this Agreement, which is invalid, illegal or unenforceable in any respect, shall be ineffective to the extent of that invalidity, illegality or unenforceability, without prejudice to the continuing operation of the remaining operation of the remaining provisions of this Agreement .

(C) Binding Nature:

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

(D) Relationship of the parties:

The relationship between E24 and the Affiliate is "Principal to Principal". The parties are not partners or joint venturers nor is the Affiliate able to act as agent of E24. The Affiliate shall not attempt to incur any liability on behalf of E24 and shall not hold itself out to any third party as being able to do so. Also there will be deemed to be no privity of contract or direct contractual relationship of E24 and the Subscribers of the Affiliate.

(E) Confidentiality:

The Affiliate agrees to keep all information with respect to terms of this Agreement and regarding the strategy and volume of business of E24 as confidential, at all times. All data relating to E24 subscribers must be kept in strict confidence. The Affiliate hereby undertakes to keep confidential and not publish any material/information provided by E24 which has been disclosed to the Affiliate under this Agreement. This clause will survive for a period of one year even after termination/expiry.

(F) Force Majeure:

The Parties agree that neither party shall be liable for any delay in performing, or failing to perform, any or all of its obligations under this Agreement resulting from any even beyond their reasonable control which inter-alia includes satellite malfunction, satellite jamming, which may affect the distribution of signals of the Subscribed channels to the subscribers provided that the party so affected gives prompt notice to the other party.

It is further agreed that failure on the part of E24 to perform any of its obligations (including the non furnishing of the Service) shall not entitle the Affiliate to raise any claim against E24 or be a breach hereunder to the extent that such failure arises from an event of force-majeure. If through force Majeure the fulfillment by either party of any obligation set forth in this Agreement will be delayed, the period of such delay will not be counted on in computing periods prescribed by this Agreement. Force Majeure will include any war, order of any court/tribunal or any other statutory/administrative authority, direction of any legitimate association/federation, civil commotion, strike, governmental action, lockout, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of E24 that directly or indirectly hinders or prevents it 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 three months, 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.

(G) Assignment

Subject to the provisions of this Agreement, the Affiliate shall not transfer/assign its Rights and obligations as agreed to in this Agreement, its network and/or agreed Area (as mentioned in this Agreement) or part thereof to any other person/Affiliate/network without the prior written approval of E24 and any such transfer/assignment shall be illegal, without authorization and impermissible; It is clarified and agreed that for above-said transfer/assignment and/or extension of distribution of Services in other Area a written approval of E24 is required and mere intimation by the Affiliate for any such transfer/extension will not be deemed as consent of E24.

If E24 has consented to such transfer under the provisions hereof; a separate Agreement will be executed with the new party and this Agreement will be deemed to be terminated from the date of execution of new Agreement.

E24 will have the right of assigning the rights of this Agreement to any person at its sole discretion. The Affiliate cannot assign the rights of this Agreement without E24 prior written consent. In the event the Affiliate fails to comply with any of the above provisions, E24 shall be entitled, at its sole discretion, to terminate this Agreement immediately and/or appoint another person in its place, without prejudice to any other rights available to it.

(H) Notices

All notices, requests, consents and other communication under this Agreement (“Notices”) shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery to the respective Parties at the addresses set forth herein. Any Notice given in accordance with point (i) above, shall be deemed to have been given five (5) days after having been mailed. Further, any Notice(s) to E24 should be addressed at the addressed as mentioned above in the Agreement. The Affiliate is also required to send a copy of notice at _____.

(I) Change of address

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

(J) Waiver

The failure by E24 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

(K) Governing Law and Dispute Resolution

The rights and obligations of the parties under the Agreement shall be governed by the laws of India. Any disputes or differences pertaining to this Agreement, will be adjudicated by the Appellate Tribunal i.e. Telecom Disputes Settlement and Appellate Tribunal (“TDSAT”) as provided under the TRAI ACT 1997. However E24 shall be entitled to take any action against the Affiliate under any other respective applicable statute such as copy Right Act in any court of respective jurisdiction.

Annexure-A

LICENCE FEE RATES

A-La-Carte Rates for Non Addressable System or Non CAS Area

A-La-Carte Rates

S.No	Name of the Channel	Rate to Operator per Subscriber Per Month (INR) (Refer Notes)
1.	E24	15

NOTES:-

- 1. E24 IS A PAID CHANNEL HOWEVER HAS BEEN CURRENTLY CARRIED WITHOUT ANY CHARGE TO ANY SUBSCRIBER ON ANALOGUE ,DIGITALE CABLE OR COMMERCIAL CABLE (IN BOTH CAS & NON CAS AREAS) AND ON ANY DTH PLATFORM FOR THIS CHANNEL SINCE INCEPTION.**
- 2. THE RATE FOR GIVEN ABOVE IS WITHOUT PREJUDICE TO OUR RIGHTS AND CONTENTIONS AND IS IN ACCORDANCE WITH THE INTERIM ORDER, DATED 18TH APRIL,2011, PASSED BY HON'BLE SUPREME COURT OF INDIA IN CIVIL APPEAL NO 2847-2854 OF 2011. WE RESERVE OUR RIGHTS FOR REVISION OF THIS RATE UPON FINAL ADJUDICATION OF THE SAID APPEAL.**