

[Sign across the photograph]

INTERCONNECTION AGREEMENT BETWEEN MULTI SYSTEM AFFILIATE (MSO) AND CABLE AFFILIATE (FOR DAS NOTIFIED AREAS)

Executed on _____ day of _____ 20____ at _____

1. Parties

Bhorer Alo Cable and Broadband Private Limited., a company incorporated under the Companies Act, 1956, having its registered office at 29/2C Chandranath Chatterjee Street, Kolkata 25 Head office at DN 18, Sector V, College More, 11th Floor, Salt Lake City Kolkata 91, (hereinafter referred to as the "MSO" which expression shall unless repugnant to the context or meaning thereof, be deemed to include the successors and assigns) of the ONE PART.

AND

*[M/s _____, a partnership firm having its office at _____ and having as partners
Mr. _____ S/o _____, R/o _____
_____ and Mr. _____ s/o.
_____ r/o. _____]

OR

*[M/s. _____, a Company incorporated under the Companies Act, 1956, having its registered office at _____]

OR

*[M/s. _____, a proprietary concern, having its office at _____ owned by Mr. _____ S/o _____,
R/o _____, carrying on business in the name and style of _____]
(hereinafter referred to as the "Affiliate" which expression shall unless repugnant to the context or meaning thereof, be deemed to include the successors in business and permitted assigns, legal heirs, executors) of the OTHER PART

The MSO and the Affiliate are hereinafter individually and collectively referred to as "Party" and "Parties", respectively.

(*strike out whichever is not applicable or modify suitably in case of Association of Persons or Body of Individuals. Documentation as required are mention in Annexure III of this agreement)

2. Registration Details of MSO and Affiliates

- I. MSO is a registered Multi System Affiliate under Rule 11 of the Cable Television Networks (Amendment) Rules, 2012 and is engaged in the business of establishing head-end and network operations and also distribution of television channels in digital mode through Digital Addressable Systems ("DAS") in the areas notified by the Central Government under Section 4A(1) of The Cable Television Networks (Regulation) Act, 1995 (7 of 1995) as amended by the Cable Television Networks (Regulation) Amendment Act of 2011.
- II. The Affiliate is a registered cable Affiliate with the local post office having its postal

registration no. _____ dated _____ (registration to operate in DAS and to inform us upon every renewal) and is authorized to carry on its business as Cable Affiliate within the _____ (hereinafter referred to as "Territory") and provides the MSO a copy of the registration and its renewal from time to time.

3. Definitions

In this Agreement, unless the context otherwise requires, the words used in this Agreement shall have the meaning ascribed in **Annexure – I** attached herewith.

4. Grant of rights

Subject to compliances of the terms and conditions of this Agreement by the Affiliate, the MSO hereby grants to the Affiliate and the Affiliate hereby accepts from the MSO, the non exclusive right to receive signals of its Digital Cable TV and other allied services through the Trunk Line/ IP line/Other permissible mode and means for further instant re-transmission by the Affiliate to the subscribers in the Territory on the terms and conditions herein set out.

5. Obligations of the Affiliate

I. The Affiliate hereby undertakes that it shall be responsible for –

- (i) booking of orders from subscribers for provision of the Hardware, getting the necessary registration form completely filled up by the subscribers together with the prescribed identity proof, obtaining signatures of the subscribers under his certification, collection of the subscription charges, rentals, activation charges, security deposits and other charges, as per the rates/tariffs and policies of the MSO from time to time and prompt deposit of the amount of such subscription charges, rentals, activation charges, security deposits and other charges, with the MSO. Affiliate shall also collect the requests from the subscribers for changes including changes in the subscribed channel(s)/package(s), if any, from time to time. It shall be the sole responsibility of the Affiliate to collect the properly filled and duly signed Subscriber Application Forms (hereinafter referred to as "SAF"), Package Authorization Forms (PAF) and other requests from the subscriber(s) and provide the same to the MSO for its safe custody as per the Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 and other applicable TRAI Regulations, other laws, Rules, Regulations, Orders, Circulars, Notifications, etc. In the event of failure of the Affiliate to produce any or all these SAF, Affiliate hereby undertakes to indemnify MSO for any action, proceeding initiated, penalty (ies), fine(s), damage(s) etc. levied/imposed by the Regulatory or any Judicial or Quasi-Judicial Authority, Statutory or Government Authority (ies)/Department(s), etc. due to failure on the part of Affiliate in production of any or all these forms or due to any matter connected thereto.
- (ii) storage of the Hardware supplied by the MSO, payment of the activation charges and/or security deposit thereof and distribution and installation thereof at the subscribers' premises and for repossession of the same at the request of the MSO and for handing over the same to the MSO; return of hardware back to MSO in proper working condition, if not used on the ground and upon termination / of this agreement.
- (iii) distribution of Bills/Invoices to the subscriber as per Clause 7 of this Agreement, collection of the billed amount from the subscribers, repeat delivering subscriber's information to MSO, getting the subscribers connection activated by making requisite payments to MSO and handling all calls, queries, complaints of the subscribers and completing/performing all other formalities prescribed by the MSO from time to time;
- (iv) maintaining proper data and other information with regard to each subscriber and submit the same to the MSO on month to month basis along with total collections and outstanding dues recoverable from each subscriber against billing done on each subscriber
- (v) Protection of the Hardware supplied to each subscriber by MSO under any scheme and the Affiliate will not swap/substitute the STB(s) and/or VC(s) of MSO with the STB(s) and/or VC(s) of any other Multi System Affiliate/Cable Affiliate/DTH Affiliate. In any event if the Affiliate swaps or misuses or shifts or tampers or transfers the STB(s) and/or VC(s) of the MSO from the subscriber premises, the Affiliate shall not only be responsible for return of Hardware or refund its value along with forthwith payment of its entire outstanding dues with the MSO, but also be liable for payment of such damages as may be determined by the MSO in its sole discretion

on account of loss of business.

- (vi) physically verify the address of each subscriber after getting proof of residential address such as a ration card, Voters Identity Card, Passport, Bank Pass Book or latest electricity bill, latest MTNL/BSNL telephone Bill, latest water connection Bill, any other documentary proof pertaining to residential address issued by any Government Authority/Department.
- (vii) The Affiliate undertakes to intimate immediately and provide a copy of any notices issued by any regulatory body or any other competent authority against it
- (viii) The Affiliate further undertakes to inform the MSO immediately before and upon any change in ownership of the entity.

II. The Affiliate shall -

- (i) protect, safeguard and maintain Services including the hardware provided to the existing and also to the future subscribers
- (ii) ensure the deployment and usage of only such STBs and VCs at the subscriber's end, as are approved by or provided by the MSO and are compatible with the network of the MSO;
- (iii) ensure the strict adherence and compliances of the Standard of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 other applicable TRAI Regulations, other laws, Rules, Regulations, Orders, Circulars, Notifications, etc.
- (iv) not transmit or retransmit, interpolate or mix any signals to subscribers which are not transmitted or generated by the MSO;
- (v) Not insert any commercial or advertisement or information on any signal transmitted by the MSO. Any such tampering of signals or interpolating of signals shall be deemed to be a violation of this Agreement and shall constitute sufficient cause for termination of this agreement by the MSO by giving such notice as prescribed under the law;
- (vi) not interfere in any way with the signals provided by the MSO and also not to use any decoding, receiving, recording equipment(s), counterfeit set top box or Smart card and any other like equipments;
- (vii) not provide any feeder line from its end to any other subscriber, cable Affiliate, commercial establishment, institution or any other person, association of persons (whether registered or unregistered) or company, without the prior written permission of the MSO;
- (viii) Not provide any analog signals to any subscriber, whether ordinary or commercial, in the DAS notified areas and also not transmit any unencrypted channel/s in the DAS notified areas, nor carry or attempt to carry or transmit any channel not authorized by the MSO or classified as illegal by the MI or TRAI or any regulatory or Statutory body.
- (ix) supply/provide the MSO a copy each of the return filed with the Statutory authorities under the Cable Television Networks (Regulation) Act, 1995 as amended and any other authority under any law for the time being in force on request;
- (x) promptly make all payment as prescribed by the MSO, in respect of the Services availed/ to be availed from MSO during a month, by such mode as may be notified by the MSO, or, if directed and authorized by the MSO, to deposit the same in a designated bank account notified by the MSO for that purpose. Agrees to pay all the relevant tax and statutory payment from time to time and provide the data required by the relevant authorities and provide a copy to the MSO;
- (xi) inspect the STBs and VCs with the subscribers on regular basis every month so as to ensure that the STBs and VCs are not altered, tampered, misused, replaced or removed, and also whether or not, the subscribers are using, either before or after the STB, any decoding, receiving, recording equipment(s), counterfeit VCs other

than the STBs, VCs and other equipments supplied/ approved by the MSO and promptly inform the MSO in writing of any such activity. The Affiliate will also ensure that STB(s) and/or VC(s) will not be removed and/or shifted from the original address without obtaining SAF and other relevant documents from the new subscriber and also that the same information is updated in the SMS system/records.

(xii) not perform or, not induce another person to perform or offer to perform –

- (a) any alteration, tampering with the Hardware including the seal (seal to prevent opening of STB), misuse, replacement, removal and shifting of VC(s) and/or STB(s) without the written consent of MSO from their respective original addresses,
- (b) any use, of set top box, for any decoding, receiving, recording equipment(s), counterfeit STB(s), VC(s) other than the STB(s), VC(s) and any other equipments supplied/ approved by the MSO, and to take actions as directed by the MSO against such subscribers, and
- (c) Any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of the MSO, the broadcaster, or any other person associated with such transmission.

(xiii) intimate the MSO promptly about any alteration, tampering with the Hardware including the seal, misuse, replacement, removal and shifting of VCs and agree not to move/ shift STBs, without the written consent of MSO, from their respective original addresses and also about the use, of STBs, for any decoding, receiving, recording equipment(s), counterfeit STB(s) and VC(s) other than the STB(s), VC(s) and any other items of Hardware supplied by the MSO, and to take actions as directed by the MSO against such subscribers;

(xiv) comply with all the applicable statutes or laws for the time being in force, or any rules, codes, regulations, notifications, circulars, guidelines, orders, directions etc. issued, published or circulated under any law for the time being in force;

(xv) strictly comply with the directions of MSO in respect of connection, disconnection, reconnection, distributing/installing Hardware at the premises of subscribers and taking possession of Hardware from the subscribers and promptly depositing the same with the MSO or promptly informing the MSO, in the format provided by the MSO and keep it in the Affiliate's safe custody and use upon instructions in writing from the MSO and also comply with all the formalities and execute relevant documents/forms before providing cable TV signals to the subscriber.

- III. The Affiliate shall not provide any connection to any person for further retransmission of the Cable TV signals for any purpose. Also, the Affiliate shall not receive, transmit or retransmit any signal directly or indirectly, which is transmitted or re-transmitted from any third party. The Affiliate further agrees not to disconnect the signals to any active subscriber or reconnect any disconnected subscriber without the express permission of the MSO and only after complying with the DAS regulations.
- IV. The Affiliate shall neither record and then retransmit Cable TV Signal or otherwise block or add or substitute or tamper with the signal being transmitted by the MSO or with the Trunk Line nor shall allow any other person to do so.
- V. The Affiliate shall extend all reasonable co-operations, to the MSO, to enable the MSO to conduct such inspections etc. so as to satisfy itself with regard to the fulfillment of the conditions mentioned in this Agreement, on the part of the Affiliate.
- VI. The Affiliate shall not do any act or thing as a result of which, any right or interest of the MSO in respect of the Cable TV signals under this Agreement or any property of the MSO may be infringed or prejudiced.
- VII. The Affiliate shall be responsible for production of true and accurate information pertaining to the names, addresses and other necessary details of :-

- (i) the subscribers;
- (ii) any sub Affiliates, through whom the Services are being delivered to the subscribers;
- (iii) other information, details and documents concerning the subscribers and/or sub Affiliates;

as and when request is made by the MSO, from time to time, in this context, either:-

- (i) suo motu; or
- (ii) on receipt of a notice, request, instruction, directives, etc. from the Regulatory authorities, other Government Departments/Authorities including but not limited to Entertainment Tax Department, Service Tax Department, TRAI, MIB etc.; or
- (iii) on the request of auditors of the MSO; or
- (iv) On receipt of a complaint from subscriber(s), with a view to resolve the complaint of the concerned subscriber(s).

In the event of failure of the Affiliate to produce any or all these information, details, etc., Affiliate hereby undertakes to indemnify MSO for any action, proceeding initiated, penalty(ies), fine(s), damage(s) etc. levied / imposed by the Regulatory or any Judicial or Quasi-Judicial Authority, Statutory or Government Authority(ies) / Department(s), etc. due to failure on the part of Affiliate in production of any or all these forms and requests or due to any matter connected thereto.

VIII. The Affiliate shall have no right, without the prior written consent of the MSO, to assign or transfer any of its rights or obligations under this Agreement. Any breach, actual, potential or threatened of this clause, shall entitle the MSO to terminate this Agreement and to take any other measures as may be appropriate under the law after giving the prescribed notice.

IX. Maintain the outdoor plant and upgrade wherever necessary at its own cost and liability in order to facilitate proper distribution of channels and services of the MSO's as per QoS requirement of the MSO and mandated by the appropriate authority. In case the MSO is to carry out any modifications / replacement or upgradation of the network, the same would be the property of the MSO with no claims by the Affiliate, whatsoever.

6. Rights & obligations of the MSO

- I. The MSO shall supply or cause to supply such number/set of Equipment to the affiliate or has already supplied such number/set of Equipment to Affiliate as is equal to the number of Subscribers represented by Affiliate to the MSO.
- II. In the event of increase in the number of Subscriber, MSO shall, upon written request from the affiliate, provide such number of sets of Equipment to the affiliate as shall be requested.
- III. To carry out modifications, if found necessary, in its network. These modifications may include replacement of the old cables and equipment with new ones, which are capable of handling the Services of the MSO and to carry out improvements / upgradation therein. Entire network as well as all improvements carried out in the territory shall be the exclusive property of the MSO and the Affiliate shall not have any right whatsoever on the same;
- IV. To provide facility to the Affiliate to register and resolve the subscribers' complaints, and to forward and execute ala-carte channel / package viewing choices and requests of subscribers;
- V. To arrange for the provision of Subscriber Management System (SMS);
- VI. To receive complaints on technical aspects from the Affiliate and arrange to provide necessary advice/ assistance to carry out the required rectification work to be done by the Affiliate. The MSO will provide all technical consultancy and help to the Affiliate as and when required by him for up-gradation of its system and enhancement of quality of signals at the cost of Affiliate;
- VII. To deploy finger printing mechanism or any other mechanism/ method/ system in its network to detect any piracy, violation of copyrights and unauthorized viewing of

channels, transmitted through its network, by the Affiliate, subscribers or any other person;

- VIII. To make inspections at the premises of the Affiliate so as to satisfy itself with regard to fulfillment of the conditions, on the part of the Affiliate, mentioned in this Agreement;
- IX. To deal with satellite channel broadcasters and provide / delete the channels as per the commercial and business deals looking at the viability of the business and also to comply with the regulations;
- X. To make physical verification of the network, from time to time.
- XI. To finalize and effect changes wherever and whenever required in the Logical Channel Numbers (LCN) of the channels being run on the network.

7. Billing and Collection

I. Monthly Billing and Collection

- (i) The MSO shall raise Bills/Invoices from time to time, on the subscribers through Affiliate which *inter alia* will contain the subscription charges, STB rental, other charges, applicable taxes, etc, as per subscribed scheme and as per the rates/tariffs and policies of the MSO from time to time. The details pertaining to subscribers including Bills/Invoices of the subscribers shall be maintained and updated by MSO on its online System. The MSO shall issue unique login id password for the Affiliate so as to enable the Affiliate to access the online System of the MSO through internet, only in respect of and limited to the subscribers catered by the Affiliate. The Affiliate shall be solely responsible for taking printouts of the Bills/Invoices of the subscribers catered by it without any modifications and distribution of the same to the subscribers.
- (ii) The Billing/Invoice for subscription charges shall be based on the price of each channel/bouquet declared by the MSO for the subscribers and the number of channel(s) and/or bouquet(s) of channels subscribed by the subscriber, as per the policy of MSO from time to time. It is clarified that each television set connected to a set top box in a single dwelling unit would constitute a subscriber and the Billing/Invoicing shall be done accordingly.
- (iii) The Affiliate shall be responsible for collection and forthwith deposit of the entire Billed/Invoiced amount from the Subscribers based on the Bills/Invoices issued by MSO through its online System. The Affiliate shall be solely responsible for:
 - (a) Collection of entire Billed/Invoiced amount from the subscribers.
 - (b) deposit of entire Billed/Invoiced amount with the MSO within Seven days of presentation and the Affiliate hereby undertakes to inform the MSO promptly and provide a weekly STB-wise updated statement of collections to which such Bills/Invoices pertain, irrespective of the fact that it has collected the same from the subscriber or not.

II. Collection of subscription charges, activation charges, rentals, etc. from the prospective subscribers and forthwith deposit of the same with MSO

- (i) The Affiliate shall collect from the prospective subscribers, who wishes to avail the Services of the MSO, the subscription charges, rentals (wherever applicable), activation charges, other applicable charges, applicable taxes, etc., as per the rates/tariffs and policies of the MSO from time to time, along with the duly filed and signed SAF, other requests of the subscribers and other requisite information, details, documents, etc.
- (ii) The Affiliate shall forthwith deposit with MSO all such amount collected from the prospective subscribers. However, the Affiliate shall keep in its safe custody, the SAF (as stated earlier original of SAF to be deposited with MSO), other requests of the subscribers and other requisite information, details, documents, collected

by it from the subscribers and produce the same before MSO as and when desired by the MSO.

- (ii) (i) The Affiliate acknowledges that any failure on its part to:
 - (a) clear its entire outstanding for the month with the MSO within seven days of the next month; or
 - (b) to deposit with the MSO the requisite subscription charges, activation charges, security deposits, rentals, etc. as per the prevalent rates/tariffs and policies of the MSO, after utilization of its credit limit;

Would adversely affect the activation or changes in Services of the subscribers or continuation of Services to the subscribers, for which Affiliate shall be solely liable under the applicable Rules/Regulations, etc. of TRAI. Affiliate hereby undertakes to indemnify MSO for any action, proceeding initiated, penalty(ies), fine(s), damage(s) etc. levied/imposed by the Regulatory or any Judicial or Quasi-Judicial Authority due to failure/delay in effecting activation or changes in Services of the subscribers/proposed subscriber or continuation of Services to the subscribers and/or any other act of omission or commission caused mainly due to failure of Affiliate in depositing with MSO the amount hereinabove mentioned.

III. Defaults:

- (i) Without prejudice to such rights and remedies that the MSO may have in law or under the provisions of this agreement, in the event of any delay or failure by the Affiliate to make payments of subscription amounts and/or clear its credit limit as per Clause 7.III. mentioned hereinabove, on or before the respective due dates, the MSO shall have the right:
 - (a) To disconnect the Services to the Affiliate subject to the compliance of the applicable rules, regulations, directions or orders of the competent authority.
 - (b) To terminate this agreement, subject to compliance of the applicable laws in force.
 - (c) To charge a simple interest at the rate of 18 percent per annum from the date such amounts became due until they are fully and actually paid.
 - (d) To appoint another Affiliate, other than the defaulting Affiliate, for the Territory.
 - (e) Recovery of STB and other hardware issued by MSO, other than those purchased by the subscriber or in the case of lease if subscriber does not pay MSO the entire EMI.

Provided however, that the MSO may, at its discretion, waive its right to disconnect the Cable TV Service and to terminate this Agreement, upon such terms and conditions as the MSO may deem fit and proper, which shall, inter-alia, include the receipt by the MSO:

- (a) of the entire arrears of subscription amounts, together with simple interest accrued thereon at the rate of 18 percent per annum from the date immediately succeeding the due date, till they are fully paid; and /or
 - (b) Reasonable reconnection charges as may be mutually decided.
- (ii) Upon disconnection of the Cable TV Service as mentioned in clause 7.III. (i) Above, whether accompanied by termination of this Agreement or not, the Affiliate shall be liable to deposit forthwith all sums payable by it to the MSO. In case of termination, accounts shall be settled within 30 days and for delayed payments by either party, simple interest at the rate of 15 percent per annum shall be charged.

8. Security Deposit The Affiliate shall deposit with the MSO a sum of Rs.NIL/- (Rupees NIL Only) interest free refundable security deposit. This security deposit will cover the cost of the STBs provided to him. At the time of expiration or termination of this Agreement, Affiliate shall be entitled to refund amount of the security deposit, subject to the adjustment of arrears of bills, and any other payments due from the Affiliate to the MSO. This shall be settled within 30 days of the

expiry/ termination of the agreement.

9. Consideration of the Affiliate

- I. Subject to compliance of its obligations, responsibilities, duties as per this Agreement including but not limited to collection of subscription charges, rentals, activation charges, other charges, applicable taxes, etc. as per the rates/tariffs and policies of the MSO from time to time, from the subscribers and forthwith deposit of the same with the MSO, the Affiliate shall be entitled to consideration as mentioned in **Annexure-II**, which can be amended by MSO from time to time, in its sole discretion, as provided for in the DAS regulations
- II. The consideration as mentioned above to be paid to the Affiliate shall be subject to deduction of income tax at applicable rates.
- III. The consideration mentioned in **Annexure - II**, which is based on:-

the subscription charges, shall be payable after expiry of each month and maximum within 7 days from the deposition of the subscription charges billed by the MSO and
- IV. The MSO shall be entitled to adjust, on monthly basis, the amount of consideration payable to the Affiliate against the deficit portion of Billed/Invoiced amount deposited by the Affiliate with MSO as per Clause 7 of this Agreement and any other outstanding dues of the affiliate towards MSO.

10. Undertakings

- I. Affiliate hereby recognizes the exclusive ownership of the property/hardware wherever it is provided by the MSO and shall not have or claim any right, title or interest or lien of whatsoever nature.
- II. It is expressly understood by the parties that the MSO is the owner / user of the Logo / trademark "BACBPL" and the Affiliate may use the said logo only during the currency of this Agreement for the benefit of the cable television networking business of the MSO. Consent of the MSO be and is hereby given to the Affiliate to use the logo / trademark, to the extent of or in connection with the business of the MSO.
- III. It is clearly understood and accepted by the Affiliate that It will use the intellectual property of the MSO only after obtaining the written approval of MSO and in accordance with the guidelines of the MSO. It is also hereby clearly understood and accepted by the Affiliate that it shall have no right to use any intellectual property of the MSO on its Cable TV Service or otherwise on or after the withdrawal by MSO of its consent for such uses.
- IV. In the event , Affiliate decides to transfer its interest in respect of its business of providing Cable TV Service to any other party / person (third party), in whole or in part, the Affiliate shall give prior written notice at least 30 days before, to the MSO. The MSO shall not have any objection to such transfer if the Affiliate has complied with its obligations under this contract and has paid all its dues. Provided, however, that such other third party shall sign & execute a deed of adherence to the terms & conditions of this Agreement and other undertaking/bonds to the satisfaction of the MSO in order to give effect to the provisions of this Agreement.
- V. The Affiliate undertakes to the MSO to maintain and continue to maintain its Postal Registration Certificate, as renewed from time to time in accordance with the Cable Television Networks (Regulation) Act, 1995 and to comply with the terms and conditions of the license certificate issued by the Postal Authority.
- VI. Both the parties shall comply with the Laws, as applicable to them.
- VII. The Affiliate further undertakes that:
 - (i) It shall ensure that its Cable TV Network shall be run in accordance with the provisions of the Cable Television Networks (Regulation) Act, 1995, and the rules made there under, regulations, orders, guidelines or the directors issued by the Central Government or the Authority from time to time.
 - (ii) It shall not permit/associate any person who is not eligible to run a Cable

Television Network under the Cable Television Networks (Regulation) Act, 1995 to run/with the running of its Cable Television Network.

- (iii) It shall strive to the best of its ability to provide Cable TV Services to the satisfaction of the subscriber(s) of its Cable Television Network.
- (iv) It shall strive to the best of its ability to ensure that its Cable Television Network is not used for any unlawful purpose.
- (v) It shall obtain the necessary approval/clearance from the relevant authority / ies for the running of its Cable Television Network at its own cost.
- (vi) It shall abide by any direction issued by the Central Government in respect of the running of a Cable Television Network within India.
- (vii) it shall transmit or re-transmit channels in the area notified under Section 4A of the Act in an encrypted form through a digital addressable system
- (viii) it shall be responsibility of the Affiliate to collect the properly filled and duly signed SAF and other requests from the subscriber(s) and to keep the same in its safe custody as per the Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 other applicable TRAI Regulations, other laws, Rules, Regulations, Orders, Circulars, Notifications, etc.
- (ix) it shall not do any act, deed, thing, etc. which shall be in violation of the Programme & Advertisement Codes prescribed in Rules 6 and 7 of the Cable Television Networks Rules, 1994.

11. Prevention of Piracy

- I. The Affiliate shall neither indulge nor allow any person to indulge in Piracy or in reverse engineering any technology used in the Hardware or any component thereof nor shall he use the Hardware to be connected to any equipment for setting up a mini head-end for retransmission of the signals generated from the same. Any subscriber shall be disconnected by the Affiliate if found to be indulging in or abetting any Piracy. Also forthwith bring to the notice of the MSO, in writing)
- II. The Affiliate represents, warrants and undertakes that all STBs and VCs as provided by the MSO:
 - (i) are installed together as a pack only in the Territory and only at the premises of a subscriber whose address has been verified in accordance with Clause 5.1.(vi); and
 - (ii) Employ card pairing technology that ensures once a VC is activated, it is paired to a particular STB and that the Channels so subscribed by the subscribers cannot be viewed, if such VC is removed and used with any other STB.
- III. For relocation of a STB of any subscriber, the Affiliate shall conduct an independent physical verification of the new residential address and forward due intimation of the same to the MSO
- IV. The Affiliate shall furnish all the requisite details/information of the Subscribers prior to activation/ allowing activation of a STB and VC which inter alia include: -
 - (i) Name;
 - (ii) SAF No. of the subscriber;
 - (iii) STB No of the Subscriber
 - (iv) VC No. of the subscriber.
 - (v) Subscriber's unique subscriber reference or subscription agreement number;
 - (vi) Any other information sought by any appropriate authority or the MSO

The Affiliate shall also maintain records pertaining to above-stated information of the Subscriber

12. Disclaimer &

- I. In no event, either MSO or the employees thereof shall be liable to the Affiliate or to any subscribers of Affiliate or any other person for any indirect, special, incidental or

Indemnity

consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Cable TV Service or for any inconvenience, disappointment or due to deprival of any programme or information or for any indirect or consequential loss or damage, whether or not attributable to any act or omission of the MSO or of any of its employees or otherwise.

- II. Affiliate shall indemnify the MSO from all cost, expense, liabilities and damages (including reasonable attorneys' fees and related costs) arising out of the breach of any representation, warranty or undertaking made by the Affiliate or any other obligation of the Affiliate arising out of this Agreement or by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the Affiliate or due to termination of the Agreement or suspension of the Cable TV Service due to Affiliate's breach.
- III. The Affiliate hereby indemnifies the MSO, its employees, agents and associates for any and all acts of infringement of copyrights of the legal copyright holders or for any unlawful and unauthorized activity that it may be indulging in, whether on its own or along with any other entity.

13. Term & Termination

I. Term :

This Agreement shall be effective from _____, 20__ and will remain in force for 5 (five) years unless terminated as per Clause 13.II of this Agreement

II. Termination:

(i) The MSO shall have a right to terminate this Agreement in accordance with the applicable Laws/Rules/Regulations, if the Affiliate:-

- (a) fails to produce before MSO and/or statutory authorities, the SAF, other requests of the subscriber(s) and other details, documents, information pertaining to subscriber(s) and/or sub-Affiliate(s) as and when request in this context made to the Affiliate by the MSO.
- (b) fails to pay/deposit monthly subscription charges, rentals, activation charges, taxes and other amounts/charges to MSO on or before due date as per terms of this Agreement.
- (c) Commits any default and/or breach of any of the terms, conditions and stipulations of this Agreement.
- (d) Indulges or involves or cause some other person to indulge or involve in piracy of signals of MSO.
- (e) Undergoes changes of ownership or change of control.
- (f) Ceases to carry on its Cable Television Business Operations.
- (g) Challenges or disputes the validity or ownership of, or takes any step inconsistent with the Intellectual Property Rights of MSO or any third party.
- (h) If due to force majeure event (i.e. due to any reason which is beyond the control of either party) it becomes practically impossible for MSO to provide Services to the Affiliate.

(ii) Violate any provisions of Cable Television Networks (Regulation) Act, 1995 as amended, Copy Right Act, Trade Mark Act, Content Code, Programming Code and Advertisement Code or any other Law for the time being in force.

(iii) Save as otherwise provided under any law for the time being in force, the MSO shall right to terminate this Agreement at any time for any reason of whatsoever nature, other than those expressly covered in Clause 13.I.(i) above, by serving three (3) week's notice to the Affiliate in terms of TRAI regulations.

- ## 14. Consequences of
- I. Upon the expiration or termination of this Agreement pursuant to Clause 13 above,

Termination:

except as provided hereunder or by the operation of law or otherwise

- (i) All rights granted to and obligations undertaken by the parties hereunder shall terminate immediately except:
 - a. Affiliate's obligation to pay all amounts (including all penalties, arrears and interest) payable to the MSO upon or prior to the expiration or termination of this Agreement; and
 - b. Affiliate's obligation which as per this Agreement survive even after expiry or termination of this Agreement; and
 - c. Such other rights as may accrue upon MSO under this Agreement and under the laws of India.
- (ii) Affiliate shall forthwith return back to MSO physical possession of all the assets belonging to the MSO in the same conditions as it were made available to the Affiliate subject to normal wear and tear.
- (iii) The Affiliate shall make good for all costs and consequences for such claim and action which are incurred or suffered by the MSO. The Services may be restored at the discretion of the MSO upon such advance payment and the payment of all outstanding.
- (iv) The Affiliate shall, within Five (5) days of the expiration or termination, as the case may be, of this Agreement in terms of the provisions mentioned herein, hand over to the MSO all properties, hardware and assets, SAF Forms, other requests received from the subscribers, from time to time, along with necessary verification documents, etc. belonging to the MSO, which are in the possession of the Affiliate. The Affiliate shall also be liable to make good all losses or damages caused to such properties and assets belonging to the MSO in the custody of the Affiliate within seven (7) days of expiration or termination of this Agreement.
- (v) If Affiliate fails to hand over the assets or make good losses or damages caused to such properties and assets within the above said period, the Affiliate shall be liable to make payment for the same along with simple interest at the rate of 18 percent per annum.
- (vi) All rights and obligations of the Parties shall terminate upon termination of this agreement except that any obligation, express or implied, following such termination, which survives by its very nature, shall survive. Any continuation of Cable TV Signal after the termination shall be merely an extension of the Agreement for which the Affiliate shall continue to be liable to pay as provided under this Agreement or any terms as modified in writing or otherwise from time to time.
- (vii) The expiration and termination of this Agreement shall be without prejudice to the rights which have already accrued to either party.
- (viii) Upon termination of this Agreement, the parties may, by mutual consent in writing, revive this Agreement. The MSO shall reconnect the Cable TV Service upon such revival subject to such terms and conditions as are mutually agreed.

15. Governing Law & Dispute Resolution

- I. The rights and obligations of the Parties under the Agreement shall be governed by laws of India.
- II. The Parties agree that they shall not seek injunctions or any interim/ ad-interim orders from any court or judicial tribunal/ authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("TDSAT"). The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

16. Force Majeure

- I. Failure on the part of either of the parties hereto to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfillment by either party of any obligation set forth in this Agreement is delayed, the period of such delay will not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, act of Government or enactment of any law or rules and regulation made by the Authorities or any circumstances beyond the reasonable control of the parties herein that directly or indirectly hinders or prevents either of the parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. Where the condition of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either party to the other, on expiry of one month from the date such notice is given.
- II. Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this agreement pursuant to such Force Majeure.

17. Notices

Any notice to be served on any party by the other shall be deemed to have been validly sent if sent by courier, by post or by hand delivery duly acknowledged at the address mentioned in the beginning or at such other changed address as the party may inform and the date of receipt of such notice will be the date of receipt by the other party or shall be 2 days from the date of dispatch of the notice by courier or by post, whichever is earlier.

18. Restriction on Transfer

The Affiliate shall not remove, sell, assign, mortgage, transfer/sublet, and encumber all or any part of the network which belongs to the MSO. If the Affiliate indulges in any of the above-mentioned acts, the said acts shall be illegal and void *ab-initio* and the Affiliate shall also be liable for any action under the applicable law.

19. Confidentiality

- I. The parties shall keep in strict confidence, any confidential information received by one from the other while participating in the affairs/business of each other and shall not disclose the same to any person or party not being a party to this Agreement
- II. The parties shall also bind their employees, officers, advisors, associates, contractors, agents, authorized persons and other similar persons to whom the above mentioned information may be disclosed, to the obligations of confidentiality as prescribed in Clause 19.1 above

20. Modifications

The Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement, including Addendum Agreements, Annexures, schedules or any other document, called by whatever name, but executed relating to this agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties.

21. Binding Effect

This agreement modifies all prior understanding of the parties as to the subject matter hereof and shall not be amended except in writing by both the parties. Any other understanding between the parties (if any) with regard to any other matter such as Internet, etc or any accrued rights and obligation of the Parties, if any, shall continue to be in full force and effect.

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS AGREEMENT ON THE DATE AND YEAR APPEARING HEREINABOVE

Signed on behalf of the MSO

Signed on behalf of the Affiliate

Bhorer Alo Cable and Broadband Private Limited

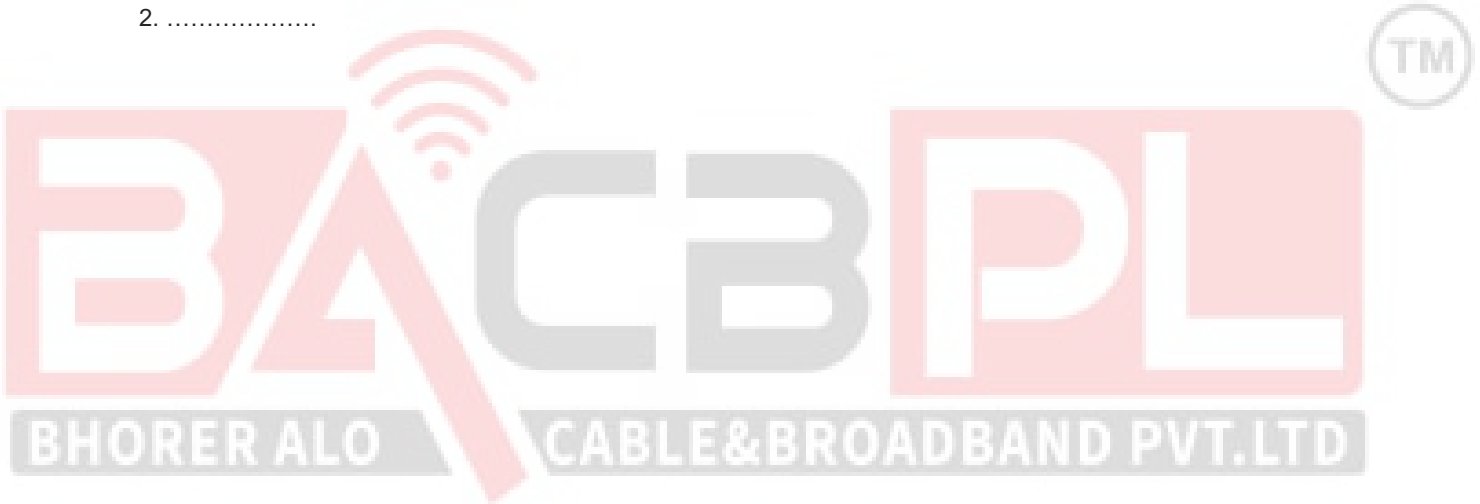
(Authorized Signatory)

(Proprietor)/ (Partners)/ (Director)

In the presence of

1.

2.



ANNEXURE - I

DEFINITIONS AND INTERPRETATIONS

A. DEFINITIONS

In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

“Act” means the Cable Television Networks (Regulation) Act, 1995 (7 of 1995).

- (i) “Authority” means any authority constituted under any statute including Telecom Regulatory Authority of India (TRAI), any department or sub-division thereof, any court or tribunal, including the department of post and tax authorities.
- (ii) “Addressable system” means an electronic device(which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System at the premises of the subscriber within limits of the authorization made, through the Conditional Access System and the subscriber management system, on the explicit choice and request of such subscriber, by the MSO to the subscriber.
- (iii) “Basic Service Tier” shall have the same meaning as assigned to it in the Act.
- (iv) “Channels” means and includes such satellite based free-to-air & pay (encrypted) television/radio channels/local cable channels and other value added services as may be authorized, which shall be distributed by MSO as part of its service.
- (v) “Cable TV Network” means any system consisting of a set of closed transmission paths and associated signals generation, control and distribution equipment, designed to provide cable TV services for reception by multiple subscribers.
- (vi) “DAS area” means the areas where, in terms of notifications issued by the Central Government under sub-section (1) of section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), it is obligatory for every cable Affiliate to transmit or re-transmit programmes of any channel in an encrypted form through a digital addressable system.
- (vii) “Finger Printing” shall mean the mechanism deployed by MSO in its network so as to detect any piracy, copyrights violation and/or unauthorized viewing of channels transmitted through its network.
- (viii) “Free to Air channel” shall have the same meaning as assigned to it in the Act.
- (ix) “Hardware” means a set top box(es) (STBs), Viewing Card(s) (VCs), Remote, Power Adaptor, audio-video cable/HDMI cable installed at the premises of the Subscribers to enable the decryption of signals of Channels transmitted in encrypted form, which inter alia include remote and other associated components and accessories.
- (x) “Head-end” means a facility that contains satellite receivers, modulator, compression equipment, multiplexes, and conditional access facilities, other transmission equipments and has antennas which receive signals from local TV studios, and sometimes has TV studios inside the facility which produce shows and send the signals to other locations by satellite or antenna. When a Headend facility receives signals from a satellite, it retransmits the signals in an encrypted form through a digital addressable system.
- (xi) “Network” means all assets and materials, established within the specified area, such as head end, control room equipments, dishes, receivers, amplifiers, modulators, integrated receiver, feeder lines, set top boxes, cassettes, computers, studio equipments, cameras, editing machine, stands, equipments, tools, wires, cables and services which consists of up-linking, down-linking, receiving and sending channels in an encrypted form through a digital addressable system, which has the ultimate purpose of facilitating the subscribers to access the channels of his choice or request.
- (xii) “Pay Channel” means a channel for which subscription fee is to be paid to the Broadcaster by MSO and due authorization needs to be taken from the Broadcaster for its re-transmission on the digital addressable system.

- (xiii) "Permitted Viewing Device" or "PVD" means either a viewing device and /or a hearing device which is specifically permitted, being television and personal computer.
- (xiv) "Piracy" means unauthorized reception of Cable TV Services by any person by any means and modes including but not limited to any alteration, tampering of the seal or any component or accessory thereof or misuse, replacement, removal and/or shifting of Hardware without the written consent of MSO from their original address or any use, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of trade mark and copyright of the MSO or the broadcasters as the case may be.
- (xv) "Services", means all the services originating from the MSO, including but not limited to digital Cable TV, broadband, VAS, whether or not originating from the cable headend of the MSO.
- (xvi) "STB" (Set-top-box) means a device, which is connected to, or is part of a PVD and which is compatible with and allows a subscriber to receive in unencrypted and descrambled form subscribed channels through an addressable system regardless of its brand or manufacture or acquisition source to enable subscriber to view the channels
- (xvii) "Subscriber" means the end viewers/individual users who receive Cable TV Services through the Affiliate. For removal of doubts it is clarified that each television set connected to a set top box in a single dwelling would constitute a subscriber.
- (xviii) "Trunk Line" means the coaxial/optic fiber cable network and other allied equipment such as receiver nodes, amplifiers, splitters etc. owned and installed by the MSO or its associate companies for the purpose of transmitting Cable TV Signal to various affiliates till the receiving end of various affiliates, including the Affiliate, to enable them to re-transmit the Cable TV Signal to their respective subscriber.
- (xix) "VC" (Viewing Card) means the smart card approved by MSO, which when inserted in the STB, enables the STB to decode the service or portion thereof that the subscriber has sought under the Subscription Request.

B. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) The words/terms not specifically defined herein above shall have the same meaning as ascribed to them in the Cable Television Networks (Regulation) Act, 1995 as amended, The Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012 dated 30th April, 2012 and 14th May 2012
- (b) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders unless the context otherwise requires.
- (c) The word "person" shall include individuals, corporations, partnerships, association of persons and any other entities;
- (d) Any references to Article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;
- (e) References to a "month" are to a calendar month;
- (f) Headings and titles are for ease of reference only and shall not affect the interpretation of this agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this agreement done otherwise independent of the title.
- (g) Any reference to law, regulation, statutory provision, order, guideline, policy, etc, includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

ANNEXURE – II

CONSIDERATION PAYABLE TO THE AFFILIATE

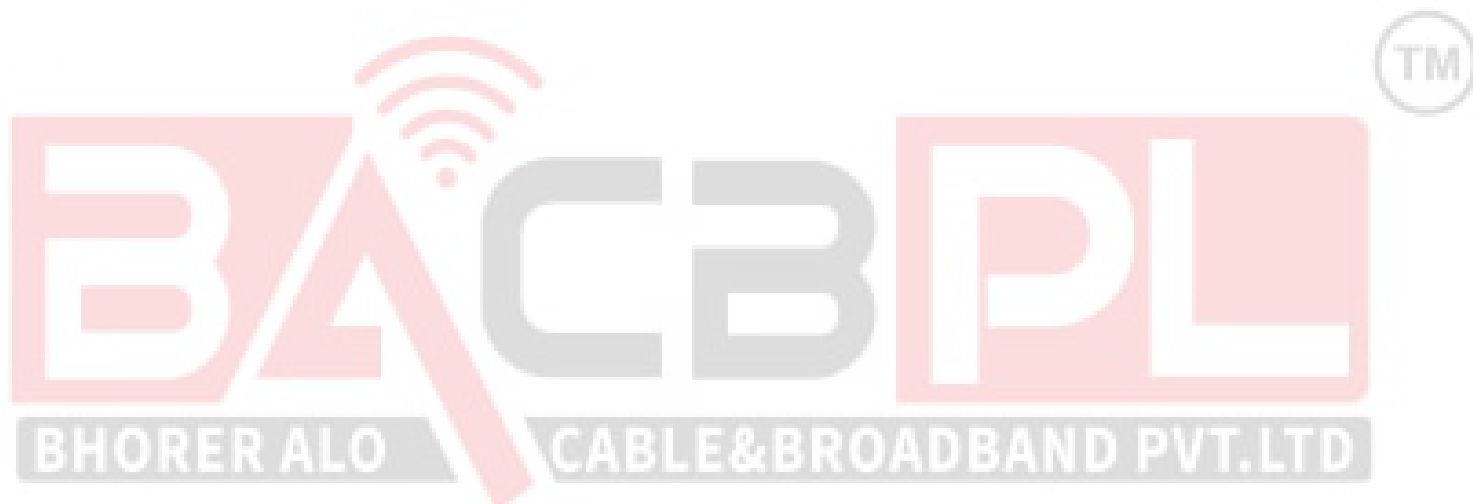
Subject to compliances of its obligations, responsibilities and duties as per this Agreement including but not limited to obligations of the Affiliate mentioned in Clause 7 of this Agreement pertaining to Billing and Collection, the Affiliate shall be entitled to the following consideration:-

1(A) (i) Not less than 45% (Forty Five percent) of the net amount of subscription charges (i.e. net of all taxes) billed by the MSO to the subscriber and collected & deposited by the Affiliate on account of subscription charges attributable to Basic Service Tier, free to air channels and bouquet of free to air channels only subject to confirmation and meeting specific terms from the MSO, from time to time.

(ii) Not less than 35% (Thirty Five percent) of the net amount of subscription charges (i.e. net of all taxes) billed by the MSO to the subscriber and collected & deposited by the Affiliate on account of subscription charges attributable to Pay Channels only, either taken with or without Free –to-air and subject to confirmation and meeting specific terms from the MSO, from time to time.

OR

1(B) Such considerations as mutually agreed between the MSO & Affiliate as per the market conditions from time to time



ANNEXURE III
EXECUTION REQUIREMENTS

If the Affiliate is an individual or a sole proprietor:

Photograph of the proprietor of the Affiliate.
Proof of residence – Passport / Voter's ID card / ration card / Electricity bill / Income Tax Returns of the proprietor.
Proprietor's self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
A copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number.

If the Affiliate is a partnership firm:

Certified true copy of the registered Partnership Deed.
Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Affiliate.
Photograph of the signatory.
Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
A copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number.

If the Affiliate is a company:

The Certificate of Incorporation – certified by the Company Secretary /Director.
Memorandum and Articles of Association of the company.
Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the company.
Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
Photograph of the signatory.
A copy each of Postal Registration Number, Service Tax Registration, TAN No., Entertainment Tax Registration Number.

