

REFERENCE INTERCONNECT OFFER

INTERCONNECTION AGREEMENT BETWEEN RELIANCE BIG TV LIMITED AND BROADCASTER FOR CARRIAGE OF CHANNEL/S ON DIRECT TO HOME PLATFORM OF RELIANCE BIG TV LIMITED (IN TERMS OF THE TELECOMMUNICATION (BROADCASTING AND CABLE,) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017

This Reference Interconnect Offer ('**Agreement**') along with its Annexure(s) is executed on _____ day of _____, 2017 by and between

Reliance BIG TV Limited, a Company incorporated under the Companies Act, 1956 (as replaced with The Company's Act, 2013) having its registered office at 'H'- Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400710, India (hereinafter referred to as "**Reliance**", which term / expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the ONE PART;

And

_____, a Company incorporated under the Companies Act, 1956 (as replaced with The Companies Act, 2013) having its Registered Office at _____ hereinafter referred to as "**Broadcaster**", which term/expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the OTHER PART;

Unless the context otherwise requires, the expression **Party** refers to, as relevant, Reliance or the Broadcaster and the expression **Parties** refers to both Reliance and the Broadcaster.

WHEREAS:

- A. Reliance is engaged in the business of establishing, maintaining and operating direct-to-home transmission service on its satellite television platform ('**DTH Services**') within India.

- B. The Broadcaster is engaged in the business of broadcasting and distributing the television channel(s) outlined in **Annexure A** of this Agreement (hereinafter referred to as the '**Channel(s)**') and has the necessary up linking and down linking licenses.(a copy of which will be provided by the Broadcaster to Reliance).

- C. The Broadcaster has requested Reliance vide its letter/Email dated _____ for making available signals of their TV channel(s) on Reliance DTH platform and the Reliance has agreed to provide signals of TV channels of the Broadcaster to Subscribers within the Territory through its DTH Services subject to the terms and conditions appearing herein.
- D. In order to record the mutually agreed terms and conditions, the Parties have agreed to enter into this Agreement.

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

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings assigned to them hereunder. Additionally, there are other defined terms in the body of the Agreement which shall have such respective meaning as have assigned to them in the body of the Agreement.

- (a) **“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 transmission of programs including re-transmission of signals of cable television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of authorization made, on the choice and request of such subscriber, by the distributor of television channels;
- (b) **“Agreement”** means this Agreement together with recitals and the Annexures, and includes any modifications thereof;
- (c) **“Affiliate”** means, with respect to each Party, any person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such each Party. For the purposes of this definition, the expression "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the board of directors or managers or owning or controlling percentage of the voting securities or interests of such person or by virtue of any contractual arrangement or otherwise.
- (d) **“Applicable Laws”** means all Applicable Statutes, Enactments, Acts of Legislative or Parliament, Laws, Ordinances, Rules, Bye-Laws, Regulations, Notifications, Guidelines, Policies, Directions,

Directives and Orders of any Government, Statutory Authority, Tribunal, Board, Court or recognised stock exchange in India including, without limitation, (a) the DTH Guidelines, (b) the DTH Licence and (c) any rules, directives, regulations, guidelines and codes of conduct of the Ministry of Information and Broadcasting of India and The Telecom Regulatory Authority of India and Bureau of Indian Standards.

- (e) **'Broadcaster'** means the owner of Channel(s) who has the license to operate the Channel(s).
- (f) **'Broadcaster Marks'** means the trademarks, service marks, logos, brands and all intellectual property rights used or in respect of the Channel(s) are either owned by or belonging to or licensed to the Broadcaster.
- (g) **'Broadcaster Materials'** means promotional materials in relation to the Channel(s) comprising audio and video clips belonging to, or created by or for, the Broadcaster.
- (h) **'Carriage Fee'** means the fee that is payable in terms of this Agreement by the Broadcaster to Reliance for carriage of the Channel(s) on Reliance's Direct to Home platform, without specifying placement of the Channel(s) vis-a-vis channels of other broadcasters;
- (i) **'Channel(s)'** means the television channel(s) with a set of frequencies used for transmission of a program and particularly specified in **Annexure A**, whether forming a part of bouquet or not.
- (j) **'Commercial Subscriber'** means a subscriber who causes the signals of TV channel(s) to be heard or seen by any person for a specific sum of money to be paid by such person.
- (k) **'Digital Video Recording' (DVR)** means a functionality which enables a Subscriber with DVR Set Top Box ('STB') to record a current live program of a television channel(s) or allows scheduled recording of programs/series of programs of a television channel(s) available in the Entertainment Program Guide ('EPG'). The recordings made by this DVR function will remain in the STB memory storage device of the Subscriber until it is deleted.
- (l) **'Ordinary Subscriber'** means a subscriber who is not a Commercial Subscriber.
- (m) **'Equipment'** shall mean the PIRD/DSR(s)/IRD(s), given by the Broadcaster to Reliance the Viewing Card (s) as detailed in **Annexure C**.
- (n) **'Play and Pause Live TV'** means a functionality which enables a Subscriber with DVR STB to pause a Live TV channel(s) for a short time-period by recording it in a temporary memory storage

device buffer. Subscriber can view the missed program by going back in time upto the point at which he had pressed the pause key. Subscriber can then fast forward to the current time and join the live telecast. Once he joins back the live telecast, the temporary hard disk buffer becomes inaccessible.

- (o) **'Reliance DTH Service'** means retransmission of Television channels, by Reliance using a satellite system, directly to subscriber's premises without passing through an intermediary such as local cable operator or any other distributor of television channels.
- (p) **'Subscribers'** means Ordinary Subscribers and Commercial Subscribers serviced by Reliance through its DTH Services.
- (g) **'TRAI'** means Telecom Regulatory Authority of India.
- (h) **'TDSAT'** means the Telecom Dispute Settlement and Appellate Tribunal.
- (i) **'Territory' / 'Target Market'** means the whole of India.

2. GRANT OF RIGHTS:

The Broadcaster hereby grants to Reliance, non-exclusive, non-transferable, non-assignable (except as otherwise expressly stated in this Agreement), license to re-distribute the Channel(s) to Subscribers solely through its DTH Services within the Territory, during the Term (defined below) of this Agreement, subject to the terms and conditions specified in this Agreement. Unless otherwise expressly agreed in writing or expressly specified elsewhere in this Agreement, no other rights are granted to Reliance with respect to the Channel(s).

3. TERM:

- 3.1 This Agreement shall come in force from the date of launch of the Channel(s) on Reliance Platform (Effective Date) and shall remain in force and effect for a period of One (1) year from Effective Date, unless terminated earlier in accordance with this Agreement.
- 3.2 Both Parties may agree to renew this Agreement Sixty (60) days prior to expiry of the Term for such period as may be mutually agreed between the Parties. If the Agreement is not renewed on expiry of the Term, Reliance will have the right to continue or discontinue transmission of the Channel(s) post expiry of the Term of this Agreement unless terminated in accordance with this Agreement.

4. RIGHTS AND OBLIGATIONS OF THE BROADCASTER:

- 4.1 The Broadcaster specifically undertakes and states that it has all the necessary infrastructure for discharging all its obligations under the Agreement.
- 4.2 The Broadcaster shall comply with the Advertisement Code, Content Code, up linking and Down linking License/permission/guidelines and such other Applicable Laws and regulatory/statutory guidelines with respect to the Channel(s).
- 4.3 The Broadcaster shall take all necessary steps to ensure continuous transmission of the Content on a '24x7' basis with an uptime of 99.5%. In the event, due to reasons beyond the control of the Broadcaster, the transmission of the Channel(s) is not available for a continuous period of more than Twenty Four (24) hours in a month, then the Parties agree to remove the Channel(s) by serving a discontinuation notice which is in the interest of the Parties and the Subscribers.
- 4.4 In case the Channel(s) is encrypted on the source satellite then the Broadcaster shall provide one professional digital receiver along with Two (2) Viewing Cards (VC) / CAM Modules (CAM) of the Channel(s) to Reliance to enable down-linking of the same. The VC/CAM shall continue to remain the exclusive property of the Broadcaster.
- In case of defect in any VC/CAM, the Broadcaster shall arrange to replace the same within Forty Eight (48) hours of receiving notice from Reliance.
- 4.5 The Broadcaster shall be entitled to change the satellite from which it beams the signals for the Channel(s), by giving a written notice of Thirty (30) days to Reliance. However, if the change in satellite necessitates incurring additional capital expenditure for distribution of the Channel(s), then, the Broadcaster shall pay such amount to Reliance.
- 4.6 The Broadcaster and/or its Licensors exclusively owns all rights, title and interest in the Channel(s), the Content of the Channel(s), the Broadcaster Marks and the Broadcaster Materials.
- 4.7 The Broadcaster agrees that Reliance can make available the DVR, Play and Pause TV and Time Shift Function to the Subscribers of the DTH Services in respect of the Channel(s) which will enable subscribers to pause, record, rewind, fast forward etc the programs on the Channel(s).
- 4.8 The Broadcaster shall at all times maintain the quality of the content in the Channel(s) and broadcast of the Channel(s) as per the best industry practice.
- 4.9 In the event Broadcaster desires to change the Name, Genre, nature of Content and Language of the Channel(s) or downgrades the Quality of the Content transmitted on the channel(s) then it

shall give prior written intimation of at least forty five (45) days to Reliance and Reliance reserves the right to discontinue the Channel at it's sole discretion in case of change of Genre, nature of Content, Language and Quality of Content and in which case the Broadcaster will be entitled to make a fresh request to launch the Channel on Reliance platform.

- 4.10 If the Broadcaster decides to convert FTA channel into Pay channel or Pay channel into FTA channel, then the Broadcaster shall provide an advance intimation of forty five (45) days to Reliance of such conversion and continue to provide the signals of such converted Channel to Reliance in terms of this Agreement and continue to pay the Carriage Fee agreed hereunder till the expiry of the Term and/or till such mutually extended Term thereafter. However, in case of conversion of any FTA Channel to Pay Channel, Reliance will have the sole discretion to discontinue carriage of such Channel and the Broadcaster will be entitled to make a fresh request to launch the Channel on Reliance platform.

5. OBLIGATIONS OF RELIANCE:

Reliance expressly agrees to continuously retransmit the Signals as received from the Broadcaster in the order and at the time transmitted by Broadcaster, from its DTH Services to its Subscribers, without any interruption, modification, editing, interference or alteration, but Reliance may insert scrolls or text line messages or notifiers that shall appear on the bottom of the screen in order to communicate with its Subscribers.

Reliance shall not distribute or use any part of the Channel(s) otherwise than in compliance with this Agreement, the Applicable Law, the applicable codes and regulations.

6. MONTHLY CARRIAGE FEE

- 6.1 In lieu of carriage of the Channel/(s) by Reliance, the Broadcaster agrees to pay the Carriage Fee as below for each month or part thereof during the Term of the Agreement:

- (a) for Standard Definition Channel/(s) :Twenty Paise per subscriber per month plus applicable taxes.
- (b) for High Definition Channel/(s) : Forty Paise per subscriber per month plus applicable taxes.

The monthly carriage fee payable by the broadcaster to Reliance shall be calculated in the manner specified in **Annexure B** of this Agreement. The rates mentioned in **Annexure B** of this Agreement are exclusive of taxes and levies.

6.2 The Monthly Average Active Subscriber Base shall be calculated in the manner specified in Regulations framed by TRAI.

For the purpose of calculation of the Monthly Carriage Fee payable to Reliance by the Broadcaster, "Subscriber" means, for any calendar month, each active Set Top Box, which is availing the Channel(s) of the Broadcaster through the DTH service of Reliance.

6.3 The monthly Carriage Fee shall be paid by Broadcaster to Reliance in the following manner:

6.3.1 Each month during the Term, Reliance shall raise an invoice (detailing the number of Subscribers) on the Broadcaster for applicable Monthly Carriage Fee for such month and the Broadcaster shall pay the invoiced amount of the Carriage Fee for such month to Reliance within 15 days of receipt of the invoice by the Broadcaster (Due Date) vide cheque issued in favour of "RELIANCE BIG TV LIMITED".

6.4 Timely payment of monthly Carriage Fee is the essence of this Agreement. Upon failure to make the payment on the due dates as mentioned above, without prejudice to other rights and contention available to Reliance, the Broadcaster shall be liable to pay interest @ 24% per annum for the period of delay from the date the payment became due till the date of actual payment. This will be without prejudice to the other rights and remedies available to Reliance under this Agreement and in Law.

6.5 In the event a cheque issued by the Broadcaster is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to Reliance under Applicable laws, the Broadcaster shall be liable to pay Reliance an amount of Rs. 10,000/- (Rupees Ten Thousand Only) for each such dishonored, disapproved or rejected cheque. This is in addition to the amount that is payable to Reliance by the Broadcaster on account of Carriage Fee.

7. TAXES AND STAMP DUTY:

7.1 All payments would be subject to deduction of income tax at source (TDS) as per applicable law, provided that the Party deducting income tax shall within the time limit prescribed by law provide to the other Party documentary support evidencing the payment of TDS into the government treasury. Each Party shall be responsible for payment of applicable taxes relating to their scope of work.

7.2 Stamp duty payable on this Agreement shall be borne by the Broadcaster.

8. PACKAGING:

The Parties agree that the packaging of the Channel(s) will be at the sole discretion of Reliance. Reliance is entitled to offer the Channel(s) in any of the packages offered by them to the Subscribers or on a-la-carte basis.

9. EQUIPMENT

The broadcaster shall supply the Equipment to Reliance. The Equipment shall, subject to clause 14.10, at all times remain the sole and exclusive property of the Broadcaster. If there is a change in the Satellite and/or change in signal of the Channel(s) and or any modification to the same due to change in any technology, then new/additional equipment required for transmission and retransmission of such signals of the channel(s) shall be provided by the broadcaster.

10. ELECTRONIC PROGRAMMING GUIDE (EPG):

Reliance hereby agrees to apprise and make available to the Broadcaster the EPG policy of the DTH Services, from time to time. The Broadcaster shall provide all the information required for the EPG, with respect to the programs broadcast on the Channel(s). Reliance shall provide the format in which the said information shall be provided by the Broadcaster. The Broadcaster shall provide the requisite EPG information to Reliance at its own cost in the format and as per procedure prescribed by Reliance.

11. DELIVERY AND SECURITY:

11.1 The Channel(s) must be delivered by Reliance to the Subscribers in a securely encrypted manner and without any alteration.

11.2 Reliance shall ensure that the STB used by the Subscribers comply with the STB specifications stipulated by the applicable regulations.

12. ANTI-PIRACY OBLIGATIONS:

Reliance shall comply with anti-piracy requirements as are mutually agreed between the Parties.

13. BROADCASTER'S SUSPENSION RIGHTS:

Subject to Applicable Laws, the Broadcaster may without incurring liability suspend delivery of the Channel(s) to Reliance, in the event of:

- a) any failure of Reliance to comply with any of its material obligations pursuant to Clause 12 above (related to its anti piracy obligations) which is not cured by Reliance within Seven (7) days of the Broadcaster notifying Reliance in writing of such failure; or
- b) a material breach by Reliance of any provision of this Agreement other than those specified in Clause 12 which is not remedied by Reliance within Fifteen (15) days of the Broadcaster notifying Reliance in writing of such breach.

14. TERMINATION:

14.1 Either Party may terminate this Agreement prior to its expiration:

14.1.1 if the other Party is in material breach of any material provision of this Agreement and has failed to remedy that breach within Thirty (30) days of its receipt of a written notice by the other Party specifying the material breach;

14.1.2 by giving the other Party at least Ten (10) days prior written notice if the other Party: (a) takes (or has commenced against it) any step or action or legal proceedings for its winding-up, liquidation, dissolution; or (b) enters into a compromise with its creditors (other than for a solvent reconstruction);

14.1.3 if the other Party ceases to have the necessary license (in particular, in the case of the Broadcaster, the broadcasting license and in the case of Reliance, the DTH license).

14.2 The Broadcaster may terminate this Agreement by a written notice to Reliance if the Broadcaster discontinues the distribution of the Channel(s) with respect to all distributors in the Territory and provides Reliance with at least Thirty (30) days prior written notice.

14.3 Subject to Clause 13 and Clause 15, if the provision of signals of the Channel(s) by the Broadcaster to Reliance under this Agreement is disrupted or suspended during the Term, resulting in non availability of signals for a continuous period of more than Twenty Four (24) hours in a calendar month, then Reliance shall immediately intimate the Broadcaster of such non-availability and in the event the same is not resolved, then Reliance shall have the right to terminate this Agreement in terms of Clause 4.2.

14.4 Reliance shall have the right to terminate this Agreement on written notice to the Broadcaster if Reliance discontinues its DTH business and provides at least Thirty (30) days prior written notice.

- 14.5 If the Broadcaster is required by the Ministry of Information & Broadcasting or any statutory authority including courts, to cease, suspend or stop the broadcast/distribution of the Channel(s) within the Territory, then the Broadcaster shall be excused from its inability to make available the Channel(s) to Reliance during such period, provided the Broadcaster gives written intimation to Reliance of such suspension.
- 14.6 If Reliance is required by the Ministry of Information & Broadcasting or any statutory authority including courts, to cease, suspend or stop distribution of the Channel(s) within the Territory, then Reliance shall be excused from its inability to distribute the Channel(s) during such period, provided Reliance gives written intimation to the Broadcaster of such suspension.
- 14.7 Reliance reserves right to terminate this Agreement with the prior notice of Twenty One (21) days, in case of default in payment of Monthly Carriage fees.
- 14.8 Termination of this Agreement shall not affect any rights, liabilities or obligations as may have accrued up and until the effective date of termination. Further, the Clauses specified in Clause 30 shall survive any termination of the Agreement.
- 14.9 Upon expiry or termination of this Agreement for any reason, but subject to clause 14.10 below each Party shall return to the other Party all documents, Confidential Information and other material belonging to the other Party in its possession.
- 14.10 In the event of termination of the Agreement by Reliance, Reliance shall stop carrying the Channel(s) on its DTH Service and also retain the integrated receiver decoders/professional integrated receiver decoders, CAM Modules, viewing cards/smart cards and remotes of the Channel(s) until such time as due payment is made by Broadcaster.
- 14.11 Notwithstanding anything contained elsewhere in this Agreement, it shall be permissible for Reliance to discontinue carrying the Channel/(s) in terms of the applicable regulations, in case the monthly subscription percentage for the Channel is less than five percent of the monthly average active subscriber base of Reliance in each of the immediately preceding six consecutive months.

15. FORCE MAJEURE:

- 15.1 For the purpose of this Agreement, the term "Force Majeure Event" shall mean an event or cause beyond the reasonable control of the Party claiming Force Majeure and not attributable to any default of that Party (including a suspension of either Party's license to perform obligations hereunder except due to a fault of such Party), war, riots, strikes, lock-out, fire, terrorism, acts of God or other natural catastrophes.

- 15.2 Each Party shall be excused from the performance of this Agreement (other than a payment obligation if any for a relevant service performed by the other Party) to the extent its performance is affected by a Force Majeure Event, provided that the affected Party: (a) notifies the other Party as soon as reasonably practicable upon occurrence of a Force Majeure Event; and (b) takes reasonable steps to mitigate the effects of the Force Majeure Event and restore normal performance of the Agreement.
- 15.3 If a Force Majeure Event continues for at least Thirty (30) days, then either Party may terminate this Agreement by giving the other Party Fourteen (14) days written notice.
- 15.4 For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 15 neither Party shall have any liability to the other as a result of such termination (provided that, for the avoidance of doubt, the rights and liabilities as have accrued prior to such termination shall continue to subsist).

16. INDEMNIFICATION:

- 16.1 Each Party shall forever indemnify and keep indemnified, defend and hold harmless the other Party and its affiliates, officers, directors, employees and agents against and from any and all liabilities and third party claims, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of any breach by the indemnifying Party of any provision herein.
- 16.2 Subject to Clause 16.4 and 17.1 below, the Broadcaster shall indemnify Reliance or its Affiliate and their officers, directors, employees, and agents from all losses, costs, damages or expenses suffered by Reliance as a result of any third party claims or proceedings (each a "**Reliance Claim**"), on the basis that the Content or any program on the Channel(s) violates a third party's intellectual property rights including copyright, trade mark or patent entitled to legal protection in the Territory, or (ii) Content of the Channel(s) is not as per the Applicable Law and the guidelines issued by TRAI and the Ministry of Information and Broadcasting from time to time.
- 16.3 Subject to sub clauses 16.4 and 17 below, Reliance will indemnify the Broadcaster from all losses, costs, damages or expenses suffered by the Broadcaster as a result of any third party claims or proceedings (each a "**Broadcaster's Claim**") as result from Reliance's operation of the DTH Service and the distribution of the Channel(s), except to the extent the Broadcaster has agreed to indemnify Reliance in respect of the Reliance Claim under this Agreement, provided that the Broadcaster's Claim has not arisen as a result of the Broadcaster's breach of the terms and conditions of this Agreement.

16.4 INDEMNITY CONDITIONS:

A Party ('**indemnifying Party**') is only obliged to indemnify the other Party ('**indemnified Party**'), if the indemnified Party:

- a. promptly notifies the indemnifying Party upon the occurrence of, as relevant, the Reliance Claim or the Broadcaster's Claim (each a '**claim**');
- b. gives the indemnifying Party the right to defend of such claim;
- c. reasonably co-operates at the indemnifying party's expense in the defense of such claim;
- d. does not do anything or omit to do anything that prejudices the defence by the indemnifying party in such claim.

17. LIMITATION OF LIABILITY:

17.1 Under no circumstances will a Party be liable for any indirect or consequential loss or damage, loss of profits, loss of sales or business, loss of contracts or customers, loss of goodwill, regardless of the cause or form of action and regardless of whether or not any of those could have been foreseen.

17.2 Subject to Clauses 16 and 17.1 under no circumstances will the aggregate liability of a Party exceed . Rupees Ten Lakhs only (Rs.10,00,000/-) for all claims arising in the financial year to which such claims relate.

17.3 Without limiting the operation of Clauses 16 and 17.1, the limitation set out in Clause 17.2 will not apply to:

a party's obligations to indemnify under Clause 16;

a party's liability for breach of the other party's intellectual property rights;

a party's liability for breach of its confidentiality obligations under Clause 20;

matters arising from a party's breach of its representations and warranties;

17.4 The provisions of this clause 17 shall survive any termination or expiry of this Agreement.

18. REGULATORY INTERVENTION:

Neither Party will be in breach of this Agreement for failure to perform its obligations or observe its provisions where to do so would be contrary to or place such Party in breach of any applicable law, regulation or order of the court or other judicial, quasi judicial or regulatory authority or any other authority having the force of law.

In the event that there is any change to any applicable statutes, Enactments, Acts of Legislation or Parliament, Laws, Ordinances, Tariff Orders, Rules, By-laws or Regulations of any Government or Statutory Authority in India including but not limited to the Ministry of Information and Broadcasting and the Telecom Regulatory Authority or any final unappealable order of any competent Court or Tribunal which would have a material adverse effect on either of the Parties, then the affected party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement, such amendment to take effect from the date of such change. In the event that the Parties are unable to agree on an amendment within Forty-Five (45) days of the date of the request by the affected Party, then either Party may request The Telecom Disputes Settlement and Appellate Tribunal (TDSAT) to resolve such dispute.

19. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

- 19.1 This Agreement shall be exclusively governed by the laws of India.
- 19.2 In case of any dispute between the Parties, the Parties shall try to resolve such dispute by negotiations between the respective senior management personnel of the Parties. The Parties acknowledge that TDSAT shall have exclusive jurisdiction in respect of any dispute between the Parties arising in connection with this Agreement.
- 19.3 In the event any claims fall outside the jurisdiction of TDSAT, the Parties agree that such disputes between the Parties may be resolved exclusively through arbitration by three arbitrators of whom each party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third or the presiding arbitrator. The arbitration proceedings shall be conducted in Mumbai, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder, as amended from time to time. The arbitration proceedings shall be conducted in the English language. The cost, expenses and all miscellaneous charges which are incurred by the Parties in relation to such proceedings shall be borne by both the Parties equally.
- 19.4 Subject to sub clause 19.3, Parties agree that the courts of Mumbai shall have the exclusive jurisdiction.
- 19.5 In the event that there is any change to any applicable Statutes, Enactments, Acts of Legislation or Parliament, Laws, Ordinances, Rules, By-laws or Regulations of any Government or Statutory authority in India including but not limited to the Ministry of Information and Broadcasting, The Telecom Regulatory Authority, TDSAT or any final un-appeal able order of any competent court or tribunal, then the Parties shall execute an amendment to this Agreement.

20. CONFIDENTIALITY:

- 20.1 Each Party (**Receiving Party**) agrees to keep confidential and use the Confidential Information of the other Party (**Disclosing Party**) for no purpose other than the performance of this Agreement. However, a Party may disclose the other Party's Confidential Information to its (or its Affiliates') employees, representatives, agents, consultants or advisers to the extent their knowledge of the Disclosing Party's Confidential Information is necessary for the Receiving Party's performance of this Agreement (**Permitted Recipients**), provided that the Receiving Party shall procure that each Permitted Recipient complies with this Clause 20 and that the Receiving Party shall be liable for failure of any Permitted Recipient to comply with this Clause 20. Without limiting the foregoing, each Receiving Party shall use a degree of care no less onerous than what it takes for its own Confidential Information of a similar nature.
- 20.2 The obligations set out in Clause 20.1 do not apply to information:
- (i) that is already in the public domain or becomes available to the public other than through breach by the Receiving Party of this Clause 20; or
 - (ii) to the extent required to be disclosed by the Receiving Party pursuant to (or to comply with) any applicable law or regulation or government, regulatory or judicial order, provided the Receiving Party has, in the case of a government, regulatory or judicial order, promptly notified the Disclosing Party of the requirement to comply with such order and the Disclosing Party has failed to obtain before the time limit required to comply with such order a waiver from compliance with such order; or
 - (iii) that is lawfully acquired by the Receiving Party from an independent source without the obligation to maintain the confidentiality of such information; or
 - (iv) was lawfully known to the Receiving Party prior to or independent of its disclosure by the Disclosing Party pursuant to this Agreement; or
 - (v) was or is independently developed by the Receiving Party without breach of this Agreement.
- 20.3 A Party may not make any announcement, press release or other comment relating to this Agreement or any matter referred to in it without the prior written approval of the other Party.
- 20.4 The obligations set out in this Clause 20 shall survive the expiry or termination of this Agreement for a period of Two (2) years.
- 20.5 Upon termination or expiry of this Agreement, all confidential information shall be return to the other party or destroyed and promptly certify such destruction.

21. COMPLIANCE WITH APPLICABLE LAWS:

Each Party will be responsible to obtain all necessary rights, consents, clearances and approvals required by it to perform its own obligations under this Agreement. Each Party will be responsible to perform its obligations under this Agreement in compliance with applicable Law, Regulations and Orders of a Court or other judicial or quasi-judicial body.

22. REPRESENTATION AND WARRANTIES:

22.1 Each Party represents and warrants to the other Party that:

- (i) it has full authority and all rights (including all necessary licenses and approvals from competent authorities and third parties) necessary to enter into and perform this Agreement; and
- (ii) that it has the requisite power and authority to enter into this Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement;
- (iii) it has the necessary infrastructure for discharging their entire obligations under this Agreement;
- iv) it shall at all times comply with all the terms and conditions of this Agreement
- (v) upon execution, this Agreement shall be legally binding and enforceable against itself in accordance with its terms and conditions.

22.2 The Broadcaster represents and warrants to Reliance as follows:

- a) the name and/or branding of the Channel(s) shall not change during the Term of this Agreement, unless the Broadcaster or the owners or licensors of the Channel(s) rename or re-brand the Channel(s) across all types of distribution platforms in the Territory;
- b) that the Channel(s) has obtained and shall maintain in full force during the Term hereof, such international, national, state, district, local authorizations as are material and necessary to operate its business vis-à-vis its rights and obligations under this Agreement;
- c) that it has obtained, prior to the execution of this Agreement all necessary approvals, consents, clearances, rights, etc., that may be required in connection with the grant of

non-exclusive distribution rights of the Channel(s) and use of the Broadcaster Marks within the Territory, to Reliance, strictly in accordance with this Agreement.

- d) that it shall ensure that the Channel(s) signals provided by it to Reliance shall be of broadcast quality;
- e) that it has the requisite power and authority to enter into this Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement;
- f) that the Broadcaster understands that TRAI has issued certain regulations and guidelines and agree that it shall adhere to and strictly abide by such regulations and guidelines, as amended from time to time or those that may be issued from time to time. The Broadcaster acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by TRAI, as and when the same are issued;
- g) that the Broadcaster represents and warrants that it has obtained the Downlinking Permission from the Ministry of Information and Broadcasting for the Channel(s);
- h) that breach of any of the above warranties and representations shall constitute an event of default under this Agreement and shall entitle Reliance to such rights as specifically laid out in this Agreement.
- i) that none of the program content shall be obscene or blasphemous.
- j) that Reliance shall have right to finalise the distribution retail price of each channel(s), as payable by the subscriber in compliance with the provisions of applicable laws and rules, regulations and tariff orders and the Broadcasters shall have no objection thereto.
- k) It is in compliance of and shall always comply with the provisions of the Applicable regulations including but not limited to the requirements of transparency and non-discrimination and if the Broadcaster, at any time during the Term of this Agreement, offers a better arrangement, whether reduced in writing or not, to any other distributor of TV channel for carriage of the Channel(s) on their distribution platform including but not limited to payment of any sum in any other form and nomenclature or by way of a barter arrangement, the Broadcaster shall immediately offer the same to Reliance and the terms of this Agreement shall change accordingly if Reliance so chooses to accept such offer.

22.3 Reliance represents and warrants to the Broadcaster as follows:

- (i) that it has requisite power and authority to enter into this Agreement and to fully perform its obligations hereunder and that it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement;
- (ii) that Reliance shall be deemed to have notice of any regulations and guidelines issued by competent authority, as and when the same are issued;
- (iii) that it shall not do anything, which may wrongfully represent the Channel(s) including such as may indicate to a Subscriber that the Content is obtained from a source other than the Channel(s);
- (iv) it shall not remove, conceal or obliterate any Broadcaster Marks or any other copyright notices or tags that appear on the Content, but may insert scrolls or text line messages or notifiers that will appear on the bottom of the screen in order to communicate with its Subscribers.
- (v) that it shall keep the equipment provided by the Broadcaster in good and serviceable order and take reasonable steps to prevent its misuse, damage or loss;
- (vi) that it shall not modify, misuse or tamper with the equipment provided by the Broadcaster including the seal or any signals transmitted by such equipment in a manner that prevents the identification of the equipment number or interferes with the signals transmitted by such equipment.

23. WAIVER:

The failure of either Party hereto to exercise any right, power or option given to it under this Agreement in the event of a breach of this Agreement by the other Party shall not constitute a waiver of the terms and conditions of this Agreement with respect to any subsequent breach thereof, nor a waiver by that Party of its rights at any time thereafter to require strict compliance with all the terms of this Agreement.

24. ENTIRE AGREEMENT:

This Agreement supersedes all prior agreements and arrangements (whether written or oral) and embodies the entire understanding and all terms agreed between the Parties relating to the subject matter of this Agreement.

25. AMENDMENTS:

Any addition, amendment or modification to this Agreement must be in writing and signed by all the Parties, this provision shall include every aspect of the Agreement, including without limitation Annexure(s), if any.

26. ASSIGNMENT:

This Agreement, and the rights and obligations of Reliance under this Agreement shall be assignable to any Third Party without the permission of the Broadcaster.

27. NOTICES:

Any notice or communication to be given under this Agreement shall be in English and in writing and shall be sent to the Party to be served at the following address or such other address as may be notified by that Party and by email.

Notices sent by registered post shall be deemed to have been given on receipt of the acknowledgement similarly notice through e-mail shall be deemed to have been served instantly upon the delivery of the e-mail

RELIANCE:

Reliance BIG TV Limited,

2nd floor, Reliance Center, Santacruz

Near Prabhat Colony, Off Western Expressway Highway

Santacruz (East), Mumbai-400055

Attention: _____

Email : _____

Fax : _____

BROADCASTER:

Details of the person to be contacted for interconnection request and grievance redressal thereof are mentioned in **Annexure D**

28. RELATIONSHIP:

Nothing in this Agreement creates or shall be deemed to create any relationship of partnership, joint venture or agency, nor shall any similar relationship be deemed to exist by virtue of this Agreement between any of Reliance and its Affiliates on the one hand, and any of Broadcaster or its Affiliates on the other.

29. SURVIVAL:

The obligations set out in Clauses 06 (Monthly Carriage Fee), 16 (Indemnification), 17(Limitation of Liability), 19 (Governing Law, Jurisdiction and Disputes Resolution), 20 (Confidentiality), 21 (Compliance with Applicable Laws) and 22 (Representations and Warranties) and all other clauses that by their nature should survive termination or expiry of this Agreement shall survive.

30. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one or more counterparts have been executed by both Parties.

31. INVALIDITY:

The invalidity, illegality or unenforceability of any one or more provisions of this Agreement that is not fundamental to it shall not affect or limit the validity, legality or enforceability of the other provisions, and the Parties hereto shall use their best endeavors to attain the objective of the invalid provisions by replacing it with a new legally acceptable provision which reflects as far as possible the original intentions of the Parties;

32. CLAUSE TITLES:

Clause titles are for descriptive purposes only and shall not affect, control or alter the meaning of this Agreement as set forth in the text. Any reference to clause and sub-clause shall mean clauses and sub-clauses to this Agreement.

Signatories to this Agreement acknowledge that they have been authorized to execute the Agreement by their respective Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

FOR **RELIANCE BIG TV LIMITED**

FOR _____

Name: _____

Name: _____

Title: _____

Title: _____

ANNEXURE A

SUBSCRIBED CHANNEL(S)

Sr. No.	Channel Name	Channel Genre	Primary Language	Other Language options	Nature of Channel – HD or SD
1.					
2.					

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ANNEXURE – B

CALCULATION OF CARRIAGE FEE AMOUNT

The carriage fee amount, for each month or part thereof, during the term of the interconnection agreement shall be calculated as given below:-

Sr No.	Calculation of the Carriage fee amount
1	If monthly subscription for the Channel (Average Active Base on the Channel) in the Target Market is less than five percent of the average active subscriber base of Reliance in that month in the Target Market, then the carriage fee amount shall be equal to the rate of carriage fee of the Channel per subscriber per month, as provided in Clause 6 of this Agreement, multiplied by the average active subscriber base of Reliance in that month in the Target Market.
2	If monthly subscription for the Channel (Average Active Base on the Channel) in the Target Market is greater than or equal to five percent but less than ten percent of the average active subscriber base of Reliance in that month in the Target Market, then the carriage fee amount shall be equal to the rate of carriage fee of the Channels per subscriber per month, as provided in Clause 6, multiplied by 0.75 times of the average active subscriber base of Reliance in that month in the Target Market.
3	If monthly subscription for the Channel (Average Active Base on the Channel) in the Target Market is greater than or equal to ten percent but less than fifteen percent of the average active subscriber base of Reliance in that month in the Target Market, then the carriage fee amount shall be equal to the rate of carriage fee of the Channel per subscriber per month, as provided in Clause 6, multiplied by 0.5 times of the average active subscriber base of Reliance in that month in the Target Market.
4	If monthly subscription for the Channel (Average Active Base on the Channel) in the Target Market is greater than or equal to fifteen percent but less than twenty percent of the average active subscriber base of Reliance in that month in the Target Market, then the carriage fee amount shall be equal to the rate of carriage fee of the Channel per subscriber per month, as provided in Clause 6, multiplied by 0.25 times of the average active subscriber base of Reliance in that month in the Target Market.
5	If monthly subscription for the Channel (Average Active Base on the Channel) in the Target Market is greater than or equal to twenty percent of the average active subscriber base of Reliance in that month in the Target Market, then the carriage fee amount shall be equal to 'Nil'.

Note:-

- (1) For the purpose of calculation of carriage fee amount for a high definition channel, the average active subscriber base of Reliance in that month in the Target Market shall be of the Subscribers capable of receiving the signals of high definition television channels.
- (2) For the purpose of calculation of carriage fee for standard definition channel, the average active subscriber base of standard definition STBs as well as high definition STBs deployed in target market shall be taken into account.
- (3) The average active subscriber base of Reliance in a month shall be calculated in the manner as prescribed in the Schedule VII of 'The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations', 2017 or any amendment thereto.
- (4) The monthly subscription for the Channel shall be calculated in the manner as prescribed in the Schedule VII of 'The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 or any amendment thereto.
- (5) The Illustration-I (for standard definition channel) given below explains the calculation of carriage fee amount: -

ILLUSTRATION-I

Suppose Reliance has an agreement with a broadcaster for carriage of a Standard Definition channel called 'X' at the rate of Rs. 0.20 per subscriber per month. The carriage fee amount payable by the Broadcaster to Reliance would be calculated as follows:-

Month	Average Active Subscriber Base for Channel "X" in the month	Monthly Subscription Percentage of the Standard Definition Channel "X" w.r.t. to the average active Subscriber base of Reliance	Rate of Carriage Fee (in paisa)	Multiplier	Carriage Fee Amount in Rs.
(A)	(B)	(C)	(D)	(E)	(F)=(B)x(D)x(E)
January	1000	4%	20	1	200
February	2000	8%	20	0.75	300
March	3100	12%	20	0.5	310
April	4900	19%	20	0.25	245
May	5000	20%	20	0	0
June	5100	22%	20	0	0
July	4400	17%	20	0.25	220
August	7000	25%	20	0	0

Note: If the Channel "X" is a High definition Channel the value in Column (D) will be 40 paise and accordingly Column (F) will change.

ANNEXURE C

EQUIPMENT DETAILS

Channel Name	Digital Satellite Receiver No.	Viewing Card No.

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ANNEXURE D

Details of the person to be contacted for interconnect request and grievance redressal thereof:

- | | |
|-------------------|----------------------------|
| 1. Name: | Anshul Joy |
| 2. Telephone No: | 022- 33032027 |
| 3. Email address: | anshul.joy@relianceada.com |

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