

REFERENCE INTERCONNECT OFFER FOR CHANNEL CARRIAGE

This Agreement for Channel Carriage (hereinafter referred to as the “Agreement”) is executed at Thiruvananthapuram on this _____ day of _____ 20____ by and between

ASIANET DIGITAL NETWORK PRIVATE LIMITED, having its office at 2A, 2nd Floor, Carnival Technopark, Technopark, Kazhakuttom, Thiruvananthapuram - 695 581, Kerala (hereinafter referred to as the “MSO”, which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) represented by Mr. _____, Authorised Signatory of Asianet Satellite Communications Ltd of the **One Part**

AND

_____, having its registered office at _____ (hereinafter referred to as “BROADCASTER” which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) represented by Mr. _____, Authorised Signatory of _____ of the **Other Part**.

Hereinafter each party individually shall be referred to as a Party and collectively as the Parties.

WHEREAS

- A. The MSO owns and operates Digital Addressable System cable TV network in the State of Kerala, Karnataka, Andhra Pradesh and Telengana.
- B. BROADCASTER operates a satellite TV channel under the name _____.
- C. For the purpose of exhibition of _____(Channel name)through the cable network of the MSO in the territory of _____(state name), BROADCASTER has requested the MSO to carry the signals of _____(channel name)
- D. The Broadcaster recognises and agrees that that MSO has made huge investments in building digital cable network which enables the Broadcaster

to reach the subscriber base of MSO and the Broadcaster hereby offers to pay the Carriage Fee to access the cable television network of the MSO.

- D. The MSO has agreed to the above request of BROADCASTER subject to the terms and conditions of this agreement.
- E. Upon mutual assurances provided by the MSO and BROADCASTER to each other that they shall strictly abide by the terms and conditions contained in this Agreement which is irrevocable, the Parties have agreed to the said terms and conditions to be recorded herein.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. Carriage

- 1.1 BROADCASTER shall be responsible for the broadcast and uplink of the signals of _____ channel on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of the Agreement.

2. Carriage Fee and Other Costs

- 2.1 In consideration for the MSO agreeing to provide access to its digital addressable system network for exhibiting the Channel _____ to the active subscribers as per Subscriber Management System of the MSO, **BROADCASTER** agrees to pay a non-refundable consideration of Rs.8.50 plus applicable taxes per subscriber per month ("Carriage fee per subscriber") for the agreement period of one year starting from _____ to _____ ("Agreement Period"). MSO has the right to place the channel at any Logical Channel Number (LCN) as per its discretion within the regulatory framework.
- 2.2 MSO shall raise yearly invoice in advance for the Agreement period for the payment of carriage fee based on the total active subscribers of the MSO as per the subscriber management system of the MSO at the time of raising the Invoice multiplied by the Carriage fee per subscriber per month multiplied by the number of months during the agreement and the such invoiced amount has to be paid within a period of seven days from the date of Invoice. Thereafter, every month supplementary Invoice shall be raised for the additional subscribers activated during each month. The payment for the supplementary Invoices shall be made within 7 days from the date of the supplementary invoice.
- 2.3 The payment of Carriage Fee shall be subject to deduction of Tax Deductible at Source (TDS) at applicable rates, for which necessary TDS Certificates shall be issued by the Broadcasters.

- 2.4 If the Broadcaster fails to pay the Carriage Fee to MSO on or before the due date(s), then without prejudice to any action which may be taken by MSO under the applicable Statute/Regulations etc. for the time being in force, the Broadcaster shall be liable for the payment of interest at 18% per annum during the period of such delay beyond the due date(s)
- 2.5 In the event of instrument issued by Broadcaster is dishonoured or not approved or returned due to any reason whatsoever, without prejudice to the rights available to MSO under the applicable Statute/Regulations etc., Broadcaster shall be liable to pay an amount of not less than Rs.2000 for each of the dishonored, disapproved or rejected instrument.
3. **FROM THE DATE OF COMMENCEMENT OF THIS AGREEMENT, BROADCASTER SHALL OBSERVE AND PERFORM THE FOLLOWING COVENANTS AND CONDITIONS:**
- 3.1 **BROADCASTER** assured to the MSO that it has obtained all requisite Government approvals, licenses to operate the television channel as per the prevailing laws and will comply with the Advertising and Programme Code and conform to all national, state, municipal and other prevailing laws, ordinances and regulations in any way relating to the uplinking and exhibition of TV channels.
- 3.2 **BROADCASTER** shall notify the MSO of the satellites designated by it for the broadcast of the service to enable the MSO to downlink the service. **Broadcaster** may change the satellite or transponder used to deliver the service and inform the MSO of the said change well in advance.
- Broadcaster agrees to provide the necessary number of IRDs and digital encoders for digital headends to the MSO
4. **FROM THE DATE OF COMMENCEMENT OF THIS AGREEMENT, THE MSO SHALL OBSERVE AND PERFORM THE FOLLOWING COVENANTS AND CONDITIONS:**
- 4.1 The MSO shall comply with the provisions of The Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012 and the applicable Statute/Regulations made there under as amended from time to time.
- 4.2 MSO shall re-transmit the signals of **BROADCASTER** to all its active subscribers as per the SMS system of MSO on a single full time dedicated channel on digital addressable platform. The service shall be re-transmitted, along with advertisements, in its entirety without any alteration, deletion or addition, except as prescribed by law in all centers of MSO. MSO may also carry the channel on any other new networks/technology platforms like IPTV/OTT including time shifting in future for any geographical location at its discretion.

4.3 In the event of any disruption of the signals of _____ (channel name) due to the fault of the MSO, the MSO shall rectify the problem and restore the signals of _____, (channel name) as soon as possible.

5. Representations and Warranties

5.1 Each Party represents and warrants to the other Party as follows:

5.2 That it has the power and authority to enter into the Agreement and to fully perform its obligations under the Agreement;

5.3 That the Agreement has been executed by their duly authorized representatives;

5.4 That it has obtained all Government approvals necessary for them to enter into and perform the obligations under this Agreement;

6. INTELLECTUAL PROPERTY RIGHTS

All rights in the broadcasting service of **BROADCASTER** including content, trademark, trade names and the associated good will are and shall always remain the property of BROADCASTER. Similarly logo, trademarks and associated goodwill of MSO shall remain property of MSO.

7. TERMINATION OF THE AGREEMENT

If the broadcaster fails to pay the prescribed amount on the due dates as mentioned in the agreement, MSO has the right to cancel the agreement or stop the services as per the regulations, without prejudice to the right of the MSO to recover the outstanding amount and realize the pending payments for the full term of the Agreement as per clause 2 of the Agreement. The amount paid is not refundable under any circumstances.

7. FORCE MAJEURE

7.1 An event of Force Majeure means an event that is beyond the control of the Parties to the Agreement such as earthquakes, floods, riot, war or armed conflict or satellite failure.

7.2. Upon the occurrence of an event of force majeure, the Parties shall consult and decide how to respond to such force majeure event, including without limitation, whether to extend the time for performance of the obligations under this Agreement or waive such performance, based on the degree to which the force majeure event shall have influenced the performance of this Agreement.

8. TERM / RENEWAL OF THE AGREEMENT

8.1 The term of this Agreement shall be for a period of **one year** commencing _____ from _____ to _____ and can be terminated only with concurrence of both parties. The amount paid is not refundable under any circumstances.

8.2 Broadcaster agrees and accepts that the new commercial terms shall become applicable from the expiry date of the current agreement and that if the Parties are not able to enter into a new agreement then either Party may disconnect retransmission of the signals of the Services at any time after the expiry of this Agreement after giving notice in writing/email/fax. Provided, however that in case of such disconnection, the Broadcaster shall be required to pay Rs.8.50 per subscriber per month plus applicable taxes till the date of deactivation.

9 Events of default

If a Party commits an event of default on the clause of the Agreement the Party may immediately on being provided notice, shall rectify the default.

11. GENERAL

11.1 Notices

Any notice, letter or communication to be made, served or communicated unto Broadcaster under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to Broadcaster at the address shown above or such other addresses as may be intimated by Broadcaster in this behalf and sent by registered post and fax/email. Similarly any notice letter or communication to the MSO shall be deemed to be made, served or communicated only if the same is in writing and is addressed to the above-mentioned address of the MSO and sent by registered post.

11.2 Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

11.3 Assignment

No Party may assign its rights under this Agreement to a third party without the prior written consent of the other party.

11.4 **Waiver**

A provision or a right under this Agreement may not be waived except in writing signed by the party granting the waiver. In case a provision or right is waived, the same may not be carried out except in writing signed by both the parties.

11.5 **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understandings or agreements on such subject matter.

12 Two originals of the agreement is taken in stamp papers worth Rs.200/- each bearing Nos. and respectively. One original each will be kept by each party to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

For **ASIANET DIGITAL NETWORK
PRIVATE LIMITED**

For _____

Signature _____

Signature _____

Name: _____

Name: _____

Designation : Authorised Signatory

Designation : Authorised Signatory

Date:

Date:

Draft Website Version - Not for Execution