

## REFERENCE INTERCONNECT OFFER

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

This Reference Interconnect Offer (**‘Agreement’**) along with its Schedules and Annexure is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 the terms and conditions of which are as follows:-

1	<b>Date</b>	
2	<b>Broadcaster</b>	_____, a company incorporated under the Companies Act, 1956, having GSTIN _____ and having its _____ registered _____ office _____ at _____ ____ (hereinafter referred to as <b>“Broadcaster”</b> which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
3	<b>ITV</b>	<b>INDEPENDENT TV LIMITED (erstwhile RELIANCE BIG TV LIMITED)</b> , a company incorporated and registered under the Companies Act, 1956, having GSTIN 27AADCR0351B1ZY and having its Registered Office at H – Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai – 400 710, India and its regional office at 3rd Floor, B wing, Reliance Centre, Mahara Raja Ranjit Singh Marg, New Delhi -110002 (hereinafter referred to as <b>“ITV”</b> which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns).  <b>“Broadcaster”</b> and <b>“ITV”</b> are each Party and together the Parties to this Agreement.
4	<b>Condition Precedent</b>	The Broadcaster acknowledges and agrees that this Agreement is wholly conditional on ITV obtaining sufficient incremental transponders to be able to launch the Channel(s) in its sole discretion and in compliance with ITV's prevailing channel access policy and bandwidth capacity.
5	<b>Channel</b>	5.1 The Channel(s) is /are mentioned in Annexure <b>“A”</b> of this Agreement. In case of multiple Channels are being referred to under this Agreement, the term Channel shall mean Channels.  5.2 A copy of the approvals issued by the Ministry of Information and Broadcasting (MIB) are enclosed herewith as <b>Annexure B</b> to this Agreement. In the event, the Broadcaster changes the name of the

		<p>Channel(s) or the genre of the Channel or such other details mentioned in the approval issued by the MIB, the Broadcaster undertakes to immediately inform ITV and submit a copy of the amended/modified MIB approval for ITV records. Such amended approvals submitted by the Broadcaster, shall then form a part of the <b>Annexure B</b> to the Agreement.</p> <p>5.3 The Parties agree that, in the event the Broadcaster launches additional channels in future during the Term, ITV shall have the right but no obligation to carry such additional channel(s). Any such addition to the Channel on ITV's Platform shall only be done by way of an Addendum and Broadcaster agrees to offer such channel(s) to ITV in accordance with the terms of this Agreement.</p>
6	<b>Term and Channel(s) Launch Date(s)</b>	<p>6.1 The Term of the Agreement shall commence immediately upon execution of this Agreement and shall end upon completion of one (1) year from the date of launch of the Channel(s) on the ITV DTH platform.</p> <p>6.2 The Parties shall begin the process of negotiating renewal of the existing Agreement for the Channel at least three (3) months before the expiry of Agreement for Channel. However, notwithstanding the forgoing, the Broadcaster hereby acknowledges and agrees that ITV shall have no obligation hereunder to extend the Term for the Channel and that the decision to extend the Term for the Channel will be based upon ITV's channel access policy as applicable and bandwidth capacity at the time of renewal of the Agreement for that Channel. The terms and conditions of such extended agreement shall be mutually decided by the Parties herein.</p>
7	<b>Territory</b>	India.
8	<b>Grant of Rights</b>	<p>8.1 The Broadcaster grants ITV during the Term non-exclusive rights to transmit, retail, sell, distribute, package and market the Channels and ITV agrees to receive, retransmit, retail, sell, re-distribute, package and market, during the Term, the Channel and/or individual programs therein by means of direct to home (DTH) satellite transmission in the Territory on the DTH television platform owned and/or operated by ITV (the "<b>Platform</b>") for distribution to Subscribers and all such means envisaged under this Agreement.</p> <p>8.2 ITV shall have the right, but not the obligation, to distribute any High Definition version of the Channels during the Term at no consideration payable by ITV to the Broadcaster.</p> <p>8.3 In addition to the rights mentioned in the above clause, at no additional costs to ITV, the Broadcaster also grants ITV the non-exclusive right, but not the obligation, to transmit and/or distribute Channel and/or the individual programs therein through linear and non-linear modes as more particularly stated in <b>Annexure D</b> of this Agreement.</p> <p>8.4 ITV shall have the right to carry its brand logo/watermark on the transmission of the Channel. The Broadcaster shall ensure that the logo of the Channel will not be superimposed on the brand logo/watermark of ITV.</p>

		8.5 Content on the Channel being broadcast in the Territory for the first time shall be made available to ITV, concurrently with other platforms, whether linear or non-linear. Broadcaster agrees that it shall not disadvantage ITV in providing the aforementioned rights to ITV with that of any other Pay Television Platform.
9	<b>Subscribers</b>	<b>“Subscriber”</b> includes any individual, a company, organization, body or association of individuals, residential household, ordinary subscriber, commercial subscriber, commercial establishments including hotels, guest houses, lodges, clubs, hospitals, banks, offices, factories, cinemas and theatres etc., and also includes hotels with ratings of three star and above, heritage hotels [as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India], any other hotel, motel, inn, and such other commercial establishment providing boarding and lodging and having fifty or more rooms, and in respect of programs shown on the occasion of a special event for common viewing, at any place registered under the entertainment tax law and to which access is allowed on payment basis for a minimum of fifty persons and all such subscribers who receive the service from ITV at a place indicated by them without further transmitting it to any other person.
10	<b>Personal Video Recorders (PVR) Service</b>	<p>10.1 Broadcaster acknowledges that under the PVR Services provided by ITV to its subscribers, the subscribers are permitted to copy individual programmes on the Channel for the purpose of private, personal and non-commercial ‘time shifting’ for later viewing.</p> <p>10.2 Broadcaster agrees that the use by a viewer of a personal video recorder (PVR) or digital video recorder (DVR) or similar device, for the purpose of private and personal ‘time shifting’ individual programmes for later viewing shall not be deemed a breach of this Agreement.</p> <p>10.3 Nothing in this Agreement shall restrict ITV’s practice of connecting digital video recorder (DVRs), videocassette recorders (VCRs), or other devices susceptible to use for duplication of video and audio programming, to the facilities of the Platform.</p> <p>10.4 Nothing in this Agreement shall be deemed to restrict or prohibit and ITV shall not be in breach of this Agreement as a result of ITV providing Subscribers with, DVR or VCR-like functionality with respect to programming (such as the ability to “record,” “time-shift,” “pause,” “forward” or “rewind” programming) via set-top boxes or other equipment or facilities (which is expressly permitted and any claim to the contrary is expressly waived).</p>
11	<b>Carriage Fees &amp; Manner of Calculation</b>	<p>RATE OF CARRIAGE FEE AND MANNER OF CALCULATION:</p> <p>11. 1 Rate of carriage fee:</p> <p>a. The rate of carriage fee per standard definition channel per subscriber per month to be paid by the Broadcaster to Independent TV shall be twenty paisa;</p> <p>b. The rate of carriage fee per high definition channel per subscriber per month to be paid by the Broadcaster to Independent TV shall be forty paisa;</p> <p>Manner of calculation of carriage fee: The manner of calculation of carriage fee payable by the Broadcaster to Independent TV is provided in <b>Annexure C</b> of</p>

		<p>this Agreement.</p> <p>11.2 In case Broadcaster has given advance post-dated cheques, then the Broadcaster agrees that ITV, without any intimation to the Broadcaster, shall be entitled to encash the posted dated cheques on or before the Due Dates and, in the event, any cheque(s) are returned unpaid and/or bounce and/or the Broadcaster instructs the bank not to encash the cheque(s) for any reasons whatsoever and/or any of the cheque(s) becomes invalid or not encashable, it shall constitute a material breach of this Agreement by the Broadcaster.</p> <p>11.3 The Broadcaster, on demand from ITV, agrees to forthwith pay interest at a rate of 15 (fifteen) percent per annum (“Late Payment Interest Rate”) to ITV on any sums which remain unpaid for more than 30 days following the Due Date and such interest shall accrue from the Due Date. The Broadcaster acknowledges and agree that the payment of Late Payment Interest Rate shall not constitute as a waiver by ITV of the Broadcaster’s obligations to pay the Carriage Fee by the Due Date, and ITV shall continue to have the right to avail any other rights or remedies that ITV may be entitled under this Agreement or in law against the Broadcaster.</p> <p>11.4 In the event, the Channel is converted from a free to air channel to a pay channel during the Term, the Parties agree that there shall be no change in the Carriage Fee or the Payment Terms as stated above.</p> <p>11.5 The Parties hereby agree that only on receipt of the Carriage Fee as mentioned in Clause 11.1 above the Channel shall be carried on the Platform and not otherwise. In the event if the Broadcaster fails to pay the agreed Carriage Fee for the Channel and/or any of the post dated cheque/s issued by Broadcaster are dishonored, then ITV shall be entitled to terminate this Agreement in accordance with clause 23.2 of this Agreement. ITV’s right to terminate this Agreement shall be in addition to other remedies as envisaged under this Agreement and as available under the applicable laws. The Broadcaster hereby expressly waives any right to receive refund from ITV of any Carriage Fee amount paid, in such an event.</p> <p>11.6 Broadcaster’s obligation to pay the agreed Carriage Fee to ITV shall always survive any change/modification in the character [i.e name, genre and language feed) of the Channel] and the Broadcaster undertakes to adhere to the said obligation without any demur.</p> <p>11.7 The Parties agree that the Broadcaster shall be solely responsible for payment of any indirect taxes, duties or levies, as applicable on the Carriage Fee and/or under this Agreement and ITV shall be entitled to recover and/or charged the same to the Broadcaster. If any withholding taxes are applied on the above Carriage Fee, the Broadcaster shall issue the requisite tax withholding certificates to ITV, in accordance with the timelines set out in the Income Tax Act.</p> <p>11.8 ITV shall raise quarterly invoice on Broadcaster towards payment of the Carriage Fee.</p>
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1 2	<b>Packaging</b>	Notwithstanding any other provision hereunder, the Broadcaster agrees that ITV shall always have full flexibility and sole discretion in terms of packaging the Channel in any of its consumer offerings / packages / placement/tiers including putting the Channel in one or more tiers / packages / consumer offerings by ITV, in accordance with the applicable regulations. ITV shall be free to retail, distribute, package, place the Channel in any tier/package/bouquet and market the Channel to its subscribers through its Platform as deem fit by ITV.
1 3	<b>Programming Requirements</b>	<p>13.1 Transmission of the Channel to ITV by the Broadcaster shall be 24 hours a day, 7 days a week irrespective of the broadcast hours to ITV Subscribers chosen by ITV in its sole discretion. The Channel will be transmitted upon receipt of signals from the Broadcaster.</p> <p>13.2 ITV agrees to carry the Channel in its entirety, in the order and at the time transmitted by the Broadcasters of the Channel without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, unless agreed in advance in writing between ITV and Broadcaster, except as necessary in relation to the Platform's Electronic Programme Guide (EPG), Interactive guide, platform functionality and related services.</p> <p>13.3 Notwithstanding the above, ITV may insert scrollers, slates, other text, etc. to communicate with its Subscribers where it is (i) required by any Government Authority, or (ii) for the purpose of informing Subscribers of an impending blackout, disconnection of services or change in packaging affecting the Channel, or (iii) to mitigate the effect on ITV of any threatened or actual litigation. All such communications to Subscribers shall be run at the bottom of the screen. ITV shall have the right to insert its water mark on the Channel, in the interest of piracy protection and without any prior notice to Broadcaster.</p> <p>13.3 Broadcaster agrees to ensure that the current editorial specifications and positioning for the Channel is maintained.</p>
1 4	<b>Content Shifting/Loss of Rights</b>	<p>14.1 The Broadcaster agrees that during the Term of this Agreement, a minimum of 80% of the broadcast content on the Channel will be the Core Content. The Broadcaster agrees that no Core Content shall be shifted from the Channel by the Broadcaster to any other third party channel or another channel from Broadcaster not offered by ITV to its subscribers for the duration of the Term. In the event, the Broadcaster starts new SD/HD FTA/Pay/channel(s)/ channel(s) with similar and/or identical brand name as that of the Channel, borrowing Core Content, either in part or in full, from the Channel being carried by ITV then the Broadcaster shall be under an obligation to also offer such new channel/s to ITV at no additional cost for the residual period of this Agreement and on the same terms and conditions as per this Agreement, for the remaining tenure thereof.</p> <p>14.2 "Core Content" shall mean content habitually found on the Channel as per the Channel Description and shall continue to acquire new and refreshed Content regularly, subject to the same falling within the ambit of the</p>

		<p>Channel Description. If Core Content is no longer broadcast on the Channel and / or is varied such that the Channel can no longer be categorized as belonging to said Genre, ITV shall have the right to either terminate this Access Agreement or have the right but not the obligation to carry in addition or in substitution the Broadcaster's new channel(s) carrying the Core Content without any incremental cost.</p> <p>14.4 Notwithstanding the forgoing paragraphs, in the event the Broadcaster changes the name, genre, language feed, channel positioning of a Channel, ITV in its sole discretion can elect to cease carrying the Channel.</p> <p>14.5 Content on the Channel being broadcast in the Territory for the first time shall be made available to ITV, concurrently with other platforms, whether linear or non-linear.</p>
1 5	<b>Marketing And Promotion</b>	<p>15.1 The Broadcaster grants ITV the non-exclusive right to use the trade marks of the Channel solely in connection with ITV's marketing and promotional material across all platforms, medium and media, including without limitation website, EPG, Interactive guide and any other medium now known or that may be invented in future during the Term.</p> <p>15.2 ITV grants to the Broadcaster the non-exclusive right to use the ITV Marks solely in connection with promoting the availability of the Channel on the ITV platform. <b>"Available on ITV"</b> messages, along with ITV logo will be carried in advertising campaigns by the Broadcaster. This campaign would also include scrolls, displaying the above message, on any or all of the Broadcaster's Channel. All marketing, advertising and promotional material shall be approved by ITV prior to it being used by the Broadcaster.</p> <p>15.3 The Broadcaster shall promote the availability of the Channel on ITV in a manner no less favourable than the usual promotional activity it may carry out for other platforms on which the Channel is carried and shall always ensure that ITV is given equal prominence in all advertising, marketing and promotional materials relating to the Broadcaster's Channel in the Territory. Both the Parties shall meet at least twice a year to discuss upcoming marketing and programming initiatives.</p>
1 6	<b>Channel Position</b>	<p>16.1 ITV shall have full flexibility in respect of changing the relative Electronic Programme Guide (EPG) position of the Channel within its Genre during the Term, on a non-discriminatory basis.</p> <p>16.2 The Broadcaster, at the Broadcaster's sole cost, charges and expenses, shall provide ITV all required information, material and trigger signals including EPG listings including accurate scheduling, event and synopsis information at such times and in such format as may be required by ITV from time to time and in accordance with the operational and technical specifications provided to the Broadcaster. These specifications may be amended by ITV in its sole discretion.</p> <p>16.3 If the Broadcaster fails to comply with the requirements of this Section, then ITV shall have no liability, in the event, ITV does not Channel information within its EPG and/or Interactive Guide.</p>

1 7	<b>Anti - Piracy and Security</b>	<p>17.1 The Broadcaster shall enforce strict piracy and auditing practices to ensure a fair and competitive market place. The Broadcaster agrees to consistently enforce all provisions of its agreements with distributors (including DTH and cable distributors) regardless of the technology used by any such distributor.</p> <p>17.2 In case, piracy of the Channel is detected by the Broadcaster, the Broadcaster shall immediately furnish a detailed letter to ITV disclosing full details including without limitation to the viewing card and finger printing number. The Broadcaster shall provide any further assistance to ITV in this regard.</p>
1 8	<b>Intellectual Property Rights</b>	<p>18.1 The Broadcaster acknowledges that all legal and beneficial interest in any Intellectual Property Rights in ITV's trademarks, copyrights, patents, subscriber card management systems, customer management services and database of Subscribers and all other aspects of the DTH distribution system/platform and the ITV Marks shall be and shall remain the sole and exclusive property of ITV. To the extent that any legal or beneficial interest in any Intellectual Property Rights owned by ITV relating to the subject matter referred to in this paragraph should for any reason vest in the Broadcaster during the Term, the Broadcaster hereby assigns such interest solely and exclusive in favor of ITV for the universe in perpetuity across all medium, technology, media now known or that which may be invented in future.</p> <p>18.2 ITV acknowledges that all legal and beneficial interest in any Intellectual Property Rights in the Channel (including the Channel Marks) shall be and shall remain the property of the Broadcaster which is duly Licensed to ITV for the Term of the Agreement.</p>
1 9	<b>Representations &amp; Warranties</b>	<p>19.1 Both the Parties represent and warrant as follows:</p> <p>(a) They have full authority and all rights necessary to enter into this Agreement and are competent to perform all their obligations under this Agreement.</p> <p>(b) The person signing this Agreement, on their behalf, has been duly authorized to execute this Agreement.</p> <p>(c) All right, title and interest in the respective trademarks, trade names, service marks, logos, materials and formats shall lawfully belong solely and exclusively to the respective Parties and no other party shall claim adversely to or challenge the rights of the lawful owner with respect to other's Intellectual Property Rights.</p> <p>19.2 The Broadcaster further represents and warrants that:</p> <p>(a) The Broadcaster has the sole, unencumbered and exclusive right to</p>

		<p>distribute the Channel and/or the individual programmes on the Channel, and therefore has the right to enter into this Agreement and further grant the aforesaid rights to ITV.</p> <p>(b) The Broadcaster, before execution of this Agreement, has obtained all licenses, approvals and permission, for the operation and transmission of the Channel and/or the Content, from all the government bodies, statutory authorities, government department, ministries including without limitation the Ministry of Information and Broadcasting. Copies of the licenses and permissions obtained for retransmission of the Channel from the relevant Authorities, including valid uplinking and downlinking permissions of the Channel, teleport agreement and Channels' Price Filings are annexed hereto as <b>Annexure – A</b>.</p> <p>(c) Broadcaster undertakes that none of the individual programme on the Channel shall be transmitted or exhibited or made available on Free Basis on any platform, medium or technology now known or that which may be invented in future during the Term of this Agreement. For the purposes of this clause, 'Free Basis' means the transmission of the Channel or the individual programme on the Channel is receivable by viewers without payment by the viewer including transmission on such basis by any third party including government owned network, service or broadcaster.</p> <p>(d) The Broadcaster undertakes, throughout the Term of the Agreement, to maintain and comply with all licenses, approvals, regulation(s), guideline(s) and permission issued by the government bodies, statutory authorities, government department, ministries including without limitation the Ministry of Information and Broadcasting, for the operation and/or transmission of the Channel and/or the Rights granted by the Broadcaster to ITV.</p> <p>(e) The Broadcaster shall program the Channel with high quality content suitable for Subscribers of ITV. If ITV believes that the quality of programming has deteriorated since the launch of the Channel on the Platform, the Parties will meet to discuss ways to rectify the situation. In the event, ITV launches its own audience measurement system, then such measurement system may to be used to further evaluate the Channel's performance.</p> <p>(f) The content on the Channel shall always be in conformity with all the applicable laws, rules and regulations (amended from time to time) including without limitation the Cable Television Networks (Regulation) Act, 1995, The Cable Television Network Rules, 1994 including the programming and advertisement code, the Copyrights Acts, 1957, notification issued by Ministry of Health and Family Welfare for carriage of health spots, scroll, disclaimer and other guidelines as mentioned therein, the downlink and uplink policies, self regulatory guidelines issued by the Indian Broadcasting Foundations, laws and/or all the guidelines and/or regulations and/or advisory and/or directive and/or orders issued/passed by the regulatory bodies ministry(ies), courts, tribunal, government organization(s), quasi judicial bodies, quasi government bodies including Ministry of Information and Broadcasting, and Telecom Regulatory Authority of India, Central Board of Film Certification.</p>
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		<p>(g) Broadcaster shall be solely responsible to obtain all necessary rights, permissions, public performance license or any other licenses from all third parties including but not limited to Indian Performing Rights Society Limited, Phonographic Performance Limited and / or copyright owners and / or societies, trade unions, guilds, associations (collectively referred to as “Right Holders”) that may be required to enable ITV to exploit the content on the Channel or otherwise including without limitation all underlying works in all literary, dramatic or musical materials written or composed for use in the Content.</p> <p>(h) In the event any notices, demand or claims are raised in connection with the content or part thereof, broadcast through linear or non-linear mode, or for payment of royalty(ies) under the Indian Copyrights Act, 1957 (as amended) or any other applicable provision including but not limited to the demands raised by any of the Right Holders or directly by author(s) of underlying works, performer(s), actor(s), lyricist(s), composer(s), singer(s) etc., the Broadcaster shall solely and entirely, at its own costs, promptly and diligently settle such notices, demands and claims. Broadcaster shall keep ITV indemnified at all times in connection thereof. In the event, Broadcaster fails to diligently settle the liability(ies) / claim(s) with such third party or fails to arrive at any settlement with such third party, the ITV may, at its sole discretion and in addition to any other right and / or remedy, settle the claim(s) with the third party and deduct the expenses, costs, charges etc., incurred by ITV from any amounts payable by ITV to Broadcaster or recover the same from Broadcaster, separately.</p>
2 0	<b>Indemnity</b>	Both Parties hereto agree to indemnify and hold the other Party, and their respective officers, directors, employees, agents and affiliates, harmless from and against any and all claims, notices, litigations, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and related costs) arising out of breach of it’s the obligation, representation, warranty or undertaking under this Agreement.
2 1	<b>Limitation</b>	Notwithstanding anything to the contrary stated in this Agreement and to the maximum extent allowed under the applicable law, except where a Party is indemnified against third party claims, neither Party shall be responsible for any indirect, consequential, punitive or special damages, whether foreseeable or not that may arise due to breach of any obligation under this Agreement by the defaulting Party.
2 2	<b>Delivery, Satellite Change, Outage Notice and</b>	<p><b><u>22.1 Delivery:</u></b></p> <p>(a) The Broadcaster shall deliver, or cause the delivery of the Channel to ITV and will deliver or cause delivery of the Channel in a technical manner to ensure the highest quality standards and shall not adversely discriminate in its method of delivery vis a vis other distribution platforms.</p> <p>(b) The Broadcaster shall provide ITV with at least sixty (60) days prior written notice if the Broadcaster:</p> <p>(i) Changes the satellite to which the Channel is transmitted to a satellite or other transmission medium not compatible with ITV’s then existing earth station equipment, as reasonably determined by</p>

		<p>ITV (a “<b>Satellite Change</b>”),</p> <ul style="list-style-type: none"> <li>(ii) Changes the technology used by the Broadcaster, to encrypt, compress, digitize or otherwise deliver the Channel to a technology not compatible with ITV’s then existing earth station equipment, as reasonably determined by ITV (a “<b>Technology Change</b>”) or</li> <li>(iii) Modifies the signal of the Channel in such a manner that it cannot be received or utilized by ITV’s then existing earth station equipment, as reasonably determined by ITV (a “<b>Signal Modification</b>”).</li> </ul> <p>(c) In the event of a Satellite Change, Technology Change or Signal Modification then, notwithstanding any other provision of this Agreement, ITV, from the date of such change or modification, shall have the right to discontinue carriage of the Channel. If such discontinuance of carriage continues for a period of fifteen (15) days or more, then ITV shall have the right (in its sole discretion) to terminate this Agreement (either in its entirety or with respect to the affected Channel) immediately upon written notice to the Broadcaster, of such termination.</p> <p>(d) ITV’s right of discontinuance shall not apply if, ninety (90) days prior to the occurrence of any such Satellite Change, Technology Change or Signal Modification, the Broadcaster, either:</p> <ul style="list-style-type: none"> <li>(i) reimburse ITV the cost to acquire and install equipment necessary for ITV to receive and otherwise utilize the signal of the Channel for the purposes of this Agreement in the event of a Satellite Change, Technology Change or Signal Modification; or</li> <li>(ii) provide the equipment and provides for installation of such equipment, at the Broadcaster’s sole cost and expense, including ongoing expense, necessary for ITV to receive and otherwise utilize the signal of the Channel for the purposes of this Agreement in the event of a Satellite Change, Technology Change or Signal Modification.</li> </ul> <p><b>22.2 Delivery Failure:</b></p> <p>The Broadcaster, shall, as soon as practicable, notify ITV in the event of any material failure, technical disruption, interruption in or interference with the delivery of the Channel to ITV (a “<b>Delivery Failure</b>”) and the Broadcaster shall rectify the same as soon as possible. Without prejudice to ITV’s other rights and remedies for breach of this Agreement, ITV shall be entitled to terminate this Agreement immediately by giving written notice to the Broadcaster, if a Delivery Failure exceeds:</p> <ul style="list-style-type: none"> <li>(a) a continuous period of fifteen (15) days or more; or</li> <li>(b) a continuous period of at least fifteen (15) minutes per day and such Delivery Failure occurs for thirty (30) days or more (whether consecutive or not) in any ninety (90) day period.</li> </ul>
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2 3	<b>Termination</b>	<p>23.1 This Agreement shall stand terminated due to efflux of time at the end of the Term of that Channel.</p> <p>23.2 Either Party shall have the right to terminate this Agreement as per the applicable regulations, by notice in writing to the other party if the other party fails to perform any of its obligations or commits a breach of any of the terms and conditions of this Agreement including the representations, and warranties under this Agreement or is in violation of any applicable law or regulations and such failure is not capable of remedy, or if such failure, where capable of remedy, is not cured within fifteen (15) days of receipt of a written notice from the non-defaulting party requiring such failure to be cured under this Agreement.</p> <p>23.3 The Carriage Fee for the Channel payable to ITV is an admitted debt of the Broadcaster as long as the Channel is carried on ITV platform and until the date of termination and the Broadcaster is bound to pay the Carriage Fee for the Channel. The Broadcaster agrees and understands that non-timely payment of the Carriage Fee for the Channel shall result in discontinuation of transmission of the Channel by ITV under this Agreement.</p> <p>23.4 In the event of termination: either Party shall return to the other Party all and any equipment, documents, Confidential Information, and other material belonging to such other Party in its possession. However, ITV shall be entitled to retain a compliance copy of the recording of the Channel for a period of ninety (90) days from the date of last telecast of the Channel to comply with the broadcasting laws applicable in the Territory.</p> <p>23.5 Further, termination or expiry of this Agreement will not affect the obligations, rights and liabilities of the Parties that are expressly or impliedly to survive termination or expiry of this Agreement or any rights and obligations of either of the Parties herein, which is directly related to this Agreement, whether or not the same forms part of this Agreement.</p>
2 4	<b>Other</b>	<p><b>24.1 Force Majeure:</b></p> <p>If the performance of any Party is delayed or prevented at any time due to circumstances beyond that Party's control, including without limitation, those resulting from fire, floods, riots, civil disturbances, weather conditions, control exercised by a Government Authority, industrial dispute of a third party (such as a producer union strike) or transmission failure outside the reasonable control of that Party, unavoidable casualties or Act of God or a public enemy, then the performance will be excused until such condition no longer exists. However in the event of a suspension of any obligation under this clause, which extends beyond a period of sixty (60) days, the Broadcaster or ITV may terminate this Agreement.</p> <p><b>24.2 Notices:</b></p> <p>All notices must be in writing sent during working hours, by personal delivery or courier or registered post or e-mail followed by registered post, to the following address of the Broadcaster and ITV, unless otherwise notified-</p>

**ITV LIMITED,**

3rd Floor, B wing, Reliance Centre, Mahara Raja Ranjit Singh Marg, New Delhi - 110002

Attention : Chief Compliance Officer

\_\_\_\_\_ (Broadcaster)

**(Address)**

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Contact Number: \_\_\_\_\_

Notices given by personal delivery shall deem to have been given on delivery and notices sent by courier, registered post shall deem to have been given two (2) days after the date of mailing. Notice through e-mail shall be deemed to have been served instantly upon the delivery of the e-mail.

**24.3 Governing Law and Jurisdiction:**

The rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the laws of India. The Telecom Disputes Settlement and Appellate Tribunal, New Delhi, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of and relating to this Agreement.

**24.4 Applicable Law:**

For the purposes of this Agreement is any applicable statute, enactment, act of legislation or parliament, law, ordinance, rule, by-law or regulation of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting, The Telecom Regulatory Authority of India.

**24.5 Regulatory Intervention:**

In the event that there is any change in any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un appealable order of any competent court or tribunal which would have a material effect on either of the Parties, this Agreement would automatically be read to give effect to the then prevailing legal and regulatory position and the change effected thereto.

**24.6 Confidentiality:**

Other than the existence of this Agreement, no terms or conditions hereof, nor any matters relating to the course of dealings between the Parties shall be disclosed to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to-know basis, and except as may be required by any applicable government agency, regulatory body or court.

		<p><b>24.7 Waiver:</b></p> <p>No waiver by any Party, of any default with respect to any provision, term, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. It is clarified that a waiver by either Party of a breach of any provision of this Agreement in any one instance shall be in writing and shall not be deemed to be a continuing waiver or a waiver of any subsequent breach unless the written notice so provides.</p> <p><b>24.8 Assignment:</b></p> <p>Broadcaster shall not assign, transfer or delegate any of its rights, duties or obligations under this Agreement, without the prior written consent of ITV (which consent may be withheld at the sole and absolute discretion of ITV). ITV shall be entitled to assign, transfer or delegate any of its rights, duties or obligations to ITV's affiliates or third parties identified by ITV.</p> <p><b>24.9 Relationship between the Parties:</b></p> <p>This Agreement has been entered into on a principal-to-principal basis and nothing contained in this Agreement shall be deemed to constitute a joint venture, partnership, or agency relationship between Broadcaster and ITV. The Parties hereto shall not represent as an agent of the other under any circumstances and at any place and at any point of time and shall fulfil their obligations in terms of this Agreement as between two independent principals and none of the terms and conditions of this Agreement or their context shall be read or meant to be otherwise.</p> <p><b>24.10 Survival of Clauses:</b></p> <p>Provisions under Clauses 18 - Intellectual Property Rights, 19 - Representations and Warranties, 20 - Indemnity, 21 - Limitation of Liability 24 - Notices, Governing Law and Jurisdiction, Confidentiality, Waiver shall survive any termination or expiration of this Agreement.</p>
2 5	<b>Entire Agreement</b>	This Access Agreement represents the entire understanding in relation to its subject matter and supersedes all previous oral and understanding and any other written agreements between the Parties with respect thereto and captures the consolidated understanding for the Channel.

		<b>INDEPENDENT TV LIMITED</b>	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Annexure A

Channel Name:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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**Annexure B – MIB Approvals**

1. Broadcaster's Channel License.
2. Up-linking and Down-linking licenses.
3. Teleport Agreement.
4. Channel name, genre logo change certificate/letter issued by MIB (If applicable).
5. Any other document necessary to ascertain Broadcaster's license to the Channel.

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### Annexure C

Calculation of the carriage fee amount.

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

Sr. No	Calculation of the carriage fee amount
1	If monthly subscription for the Channel in the Target Market is less than five percent of the average active subscriber base of Independent TV 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 11 of this Agreement, multiplied by the average active subscriber base of Independent TV in that month in the Target Market.
2	If monthly subscription for 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 Independent TV 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 11, multiplied by 0.75 times of the average active subscriber base of Independent TV in that month in the Target Market.
3	If monthly subscription for 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 Independent TV 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 11, multiplied by 0.5 times of the average active subscriber base of Independent TV in that month in the Target Market.
4	If monthly subscription for 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 Independent TV 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 11, multiplied by 0.25 times of the average active subscriber base of Independent TV in that month in the Target Market.
5	If monthly subscription for the Channel in the Target Market is greater than or equal to twenty percent of the average active subscriber base of Independent TV 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 Independent TV in that month in the Target Market shall be of the Subscribers capable of receiving high definition television channels.

(2) The average active subscriber base of Independent TV 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.

(3) 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.

(4) The Illustration-I (for standard definition channel) and Illustration-II (for high definition channels) given below explains the calculation of carriage fee amount: -

### **ILLUSTRATION - I**

Suppose a distributor of television channels 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 the distributor would be calculated as follows: -

Month	Average Active Subscriber Base over the month	Monthly subscription percentage of the standard definition Channel 'X'	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	200.00
February	800	8%	20	0.75	120.00
March	1500	12%	20	0.50	150.00
April	2000	19%	20	0.25	100.00
May	3000	20%	20	0	0.00
June	4000	22%	20	0	0.00
July	10000	17%	20	0.25	500.00
August	20000	25%	20	0	0.00

### **ILLUSTRATION - II**

Suppose a distributor of television channels has an agreement with a broadcaster for carriage of a high definition channel called 'Y' at a rate of Rs. 0.40 per subscriber per month then the carriage fee amount payable by the broadcaster to the distributor would be calculated as follows: -

Month	Average Active Subscriber Base, of high definition STBs, over	Monthly subscription percentage of the high definition Channel 'Y'	Rate of Carriage Fee (in paisa)	Multiplier	Carriage Fee Amount in (Rs.)
(A)	(B)	(C)	(D)	(E)	(F)=(B)x(D)x(E)
January	100	2%	40	1	40.00
February	80	5%	40	0.75	24.00
March	150	11%	40	0.50	30.00
April	160	16%	40	0.25	16.00
May	180	20%	40	0	0.00
June	200	22%	40	0	0.00
July	190	17%	40	0.25	19.00
August	170	25%	40	0	0.00

## Annexure D – Additional Rights

1. At no additional costs to ITV and without any obligation on ITV to share any revenues accrued on ITV from exploitation of the Additional Rights, the Broadcaster grants ITV the following non-exclusive right, but not the obligation, to transmit and/or distribute Channel and/or the individual programs therein through linear and non-linear modes as more particularly stated in Annexure C of this Agreement.

(a) **“Over The Top (OTT) Rights”** mean distribution/ transmission of the Channel through the pay transmission by means of satellite, cable [including Internet Protocol Television (IPTV)], mobile, wireless application, mobile telephony, telecommunication, internet to the Authorized Devices. **“Internet”** shall mean the non-proprietary network (i.e. accessible on a worldwide basis and open to the general public) that is based on a global internet protocol address and that connects computers or similar receiving devices that communicate using a common TCP/IP protocol allowing bi-directional access for originating and receiving data.

(b) **Pay-Per-View (‘PPV’) Rights:**

The Broadcaster grants ITV the non-exclusive license to PPV Rights to the individual programs from the Channel. PPV Rights shall mean transmission of the individual content from the Channel are delivered by a linear programming service by means of internet on Permitted Means where a charge on a per-exhibition basis is made to a subscriber in relation to the subscriber’s election to view an individual Licensed [Film/Program], at a time scheduled by the Licensee, by continuous exhibition (without functionality to stop and start, pause, rewind or fast-forward the program). For the avoidance of doubt, PPV excludes VOD Rights (as defined below).

(c) **Catch-Up Rights:**

The Broadcaster grants ITV the non-exclusive Catch Up Rights to stream and / or download programmes from the Channel and/or individual programs therein on to set top boxes and Authorized Devices. Broadcaster agrees that at least 50 hours per week, selected from all Original Telecast series or other Original Telecast programmes of the Channel (i.e. Original Telecast in the Territory), shall be made available to ITV for Distribution as part of the On Demand Service(s) immediately after Distribution of such programme on the Channel (i.e. same day or day after) for at least 14 days ("Catch-up Window").

(d) **Video On Demand Rights (‘VOD’ Rights):**

The Broadcaster grants ITV the non-exclusive license to distribute individual programs from the Channel by Permitted Means such that the viewer, at fee charged by ITV, can view the content at a time selected by the viewer for unlimited playback for the duration of the relevant exhibition period. “VOD Rights” shall also include the following rights:

(i) **Transactional VOD (‘TVOD’) Rights:** TVOD Rights is transmission of the content by Permitted Means to a viewer who has made a single payment for unlimited playback of that content for the duration of a single TVOD exhibition period.

- (ii) **Subscription VOD ('SVOD') Rights:** SVOD Rights is transmission of content by Permitted Means to viewers who are paying a periodic bona fide fixed fee to access a predetermined number of content for the duration of a single SVOD exhibition period (as opposed to a fee for each content). SVOD services provided by the Licensee to the Licensee's viewers may consist of content acquired from a single content provider or multiple content providers.
- (iii) **Push Video on Demand ('Push VoD') Rights:** Push VoD Rights means transmission of content by Permitted Means whereby the content are pre-loaded through satellite on to the space reserved by the Licensee in the hard disk drive of the viewer's set top boxes with Personal Video Recorder (PVR) functionality. The viewers would be able to buy and retrieve the selected current content already stored in their PVR enabled set to box(es) at the time chosen by the viewers.
- (iv) **Pull Video on Demand ('Pull VoD') Rights:** Pull VoD Rights means transmission of content by Permitted Means whereby the content are pre-loaded through satellite on to the space reserved by the Licensee in an external server and the viewers would be able to buy and retrieve the content through a enabled set top box(es) or personal computer, on a streamed and downloaded basis, at the time chosen by the viewer.
- (v) **Near Video-On-Demand ('NVOD') Rights:** NVOD Rights means multiple regularly scheduled transmissions in a short time period over related transmission facilities of a content by means of Permitted Means where a charge is made to the viewer for the right to use a decoding device to view the content at one of the scheduled transmission times selected by the viewer for each viewing.
- (e) **Side Loading Rights:** The Broadcaster grants ITV the non-exclusive Side Loading Rights. Side Loading Rights means transfer of Content from the DVR hard disk to a companion Authorized Devices via download and play (including Pull and Push VOD through Internet, OTT, satellite and any other method now available or known in the future) from the Channel.
- (f) **New Rights:** During the Term should the Broadcaster grant or assigns new rights or a subset thereof of the rights contemplated in this clause to other competing distribution platforms, such rights will be made available to ITV on mutually agreed commercials.

2 The Parties agree that for the purpose of the Annexure, the terms 'Permitted Means' and 'Authorized Devices' shall mean the following:

- (a) Permitted Means shall mean an encrypted secure distribution system which is accessible through internet protocol television using a closed delivery network (i.e. not accessible from the internet at large) or to ITV's active subscribers' Authorized Devices, such that the subscriber can start viewing content at a time of their choosing and control the viewing with Video Cassette Recording type functionality with unlimited playback for the duration of the relevant exhibition period.
- (b) Authorized Devices shall mean and include authorized set top boxes (including, without limitation, where paired with external modules supplied or authorized by ITV), conditional access modules, personal computers and Mac of any type (including, without limitation, when connected via personal computer cards and Mac-cards, respectively), mobile devices

including any kind of phones, smart phones (including, without limitation, iPhones, android, Windows 8 etc.) and tablets (including, without limitation, iPad, android tablets, iTouch, iPod, Windows 8 tablets, + Xbox, Playstation, Connected TV and all technologies, medium which may be invented in future during the Term of the License Agreement.

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