

REFERENCE INTERCONNECT OFFER OF DISCOVERY COMMUNICATIONS INDIA FOR NON – ADDRESSABLE SYSTEM (I.E. ANALOG NETWORKS)

Pursuant to The Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004, as amended from time to time, this Reference Interconnect Offer ("RIO"), inter alia, provides broad technical and commercial terms and conditions which a Multi System Operator ("Operator") needs to agree to obtain interconnection from Discovery Communications India, a company incorporated under the laws of India, having its registered office at, 125 – B, Som Datt Chamber – 1, 5 Bhikaji Cama Place, New Delhi – 110066 ("Broadcaster") for its analog platform.

Along with the request for entering into an interconnection agreement, Operator must provide a certified copy of its valid certificate of registration, under the Cable Television Network Rules, 1994 read with the Cable Television Network (Regulation) Act of 1995, as amended from time to time. Any requests for interconnection, made without a certified copy of a valid registration certificate shall not be entertained.

Further, the Operator needs to provide to Broadcaster the following documents, depending on its category in which its constitution of business falls:

- i. Where the Operator is an individual or a sole proprietor:
 - a. Photograph of the proprietor
 - b. Proof of residence – Passport/Voter's ID Card/ration card/Electricity bill / Income Tax returns.
 - c. Self attested copy of Passport/Voters ID/PAN Card /Driving license for signature verification.
- ii. Where the Operator is a partnership firm:
 - a. Certified true copy of the registered Partnership Deed.
 - b. Separate powers of attorney signed by all partners authorizing the signatory to sign the Agreement and any amendment thereto and all related documents on behalf of the Firm.
 - c. Photograph of the signatory.
 - d. Copy of Passport/Voters ID/PAN Card/Driving license for signature verification attested by the authorized signatory.
- iii. Where the Operator is a company or other incorporated entity including an Limited Liability Partnership (LLP):
 - a. Certificate of incorporation, duly certified by the Company Secretary/ Director.
 - b. Certified copy of Memorandum and Articles of Association of the company/ LLP.
 - c. Board resolution certified by the Company Secretary/Director/Managing Partner authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
 - d. Copy of Passport/Voters ID/PAN Card/Driving license for signature verification attested by the authorized signatory.
 - e. Photograph of the signatory.
- iv. Where the Operator is a Hindu Undivided Family "HUF"
 - a. The photograph of the Karta.
 - b. The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.

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- c. The names of all coparceners and his/her relation with the Karta.
 - d. Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
 - e. Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
- v. Where the Operator falls into any category other than above
- a. Such documents as required by Broadcaster.

Subsequent to the provision of the aforesaid documents, Broadcaster and the Operator will enter into a subscription agreement, as provided herein, containing the terms and conditions on which the Operator shall carry, distribute / retransmit the Channels to the Subscribers of its Cable Network operating in the authorised Territory, in analog mode of transmission only.

SUBSCRIPTION AGREEMENT

Document Number:
Operator Code:
DB Code:

Photograph of the
Authorized
Signatory of the
Operator

This Subscription Agreement ("Agreement") is entered on ___ day of _____, 2015 between Discovery Communications India a company incorporated under the Companies Act, 1956, having its registered office 125-B, Som Datt Chamber-1, Bhikaji Cama Place, New Delhi-110066 and corporate office at Building No 9, Tower A, 9th Floor, DLF Cyber City, Gurgaon - 122002 (hereinafter referred to as "Broadcaster", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns)

AND

(Hereinafter referred to as "operator", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns)

Operator Status: Proprietorship Partnership Firm Company HUF
 Others

PAN: _____ TAN: _____

Correspondence Address:

Flat / Shop No.: _____ Building Name/Plot No.: _____

Street/Road Name: _____ Locality / Area: _____

Landmark: _____ City/Town/Village: _____

Pincode: _____ Taluk/Tehsil: _____

District: _____ State: _____

Operator Authorised Signatory(ies): _____

Mobile: _____ email: _____

Operator Contact Person: _____

Mobile: _____ email: _____

Phone: STD Code: _____ No.: _____

Fax: STD Code: _____ No.: _____

Term: Start Date _____ End Date: _____

Broadcaster and the Operator may singularly be referred to as Party and collectively as Parties.

This Agreement entered into between the Parties is subject to the interconnection regulations and tariff orders notified by TRAI and their subsequent amendments notified from time to time and other applicable laws. In consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

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For Operator

1. Definitions. The following terms used in this Agreement shall have the meaning as set forth below:
- 1.1 "Agreement" means this Agreement read together with the Schedules and Annexures appended to it and further amendments as may be made and incorporated from time to time;
- 1.2 "Applicable Law" shall mean any and all laws, regulations, directions, notifications or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative or other authority including, without limitation the Telecom Regulatory Authority of India ("TRAI") and the Telecom Dispute Settlement Appellate Tribunal ("TDSAT").
- 1.3 "Cable Network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by Subscribers;
- 1.4 "Cable Service" means the transmission by cables of any broadcast television signals including retransmission;
- 1.5 "Channel/Service" means the television channel(s) specifically stated in Schedule B hereto and being offered by Broadcaster to Operator for further distribution to its Subscribers in analogue mode only and in accordance with the provisions of this Agreement. The listing of Channels set out in Schedule B hereto may undergo modification from time to time as may be decided by the Broadcaster and shall include channels for which Broadcaster holds downlinking permissions issued by the Ministry of Information and Broadcasting ("MIB");
- 1.6 "Commercial Subscribers" means any subscriber who receives broadcasting services at a place indicated by him to a cable operator or multi system operator or direct to home operator or head end in the sky operator or Internet Protocol television service provider, and uses such signals for the benefit of his clients, customers, members or any other class or group of persons having access to such place, excluding Commercial Establishments as defined below.
- 1.7 "Commercial Establishments" shall mean one or more of the following-
- (i) Hotels with ratings of 3 star and above;
 - (ii) Heritage hotels (as described in the guidelines for classification of hotels issued by the Department of Tourism, Government of India);
 - (iii) Any other hotels, motel, inn, and other such commercial establishments providing boarding and lodging and having fifty or more rooms;
 - (iv) In respect of programmes 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.
- 1.8 "Hardware Form" shall mean the form as set forth in Schedule C attached hereto and which upon execution by the Parties shall form an integral part of this Agreement;
- 1.9 "IRD(s)" or "DSRs" shall mean "Integrated Receiver Decoder" or "Digital Satellite Receiver" required for accessing the Service(s) to be supplied or already supplied to the Operator by Broadcaster or through distributors appointed/nominated by Broadcaster.
- 1.10 "Installation Address" shall mean the address of the Operator as set forth in the Hardware Form;
- 1.11 "Local Cable Operators" or "LCOs" shall mean the sub operators / franchisees / link operators / cable operators of the Operators, whose distribution systems have been authorized by the Operator as on the date of this Agreement.
- 1.12 "Material Breach" on the part of Operator means and includes any of the following events comprising - non-payment or part payment of the agreed Fee, providing incorrect statements, breach of representations & warranties, under disclosure or wrong disclosure of subscriber base, non providing the list of subscribers, change of location of IRDs, distribution of Channels in unauthorized area(s), indulging in piracy in any form, violation / infringement of Intellectual Property Rights of Broadcaster, provision of Channels in any other mode except the authorised mode, non-compliance of any rules, regulations, tariff orders notified by TRAI and / or any other statutory requirements, violation of the confidentiality requirement under this Agreement, and any other breach adversely affecting the business of Broadcaster;
- 1.13 "Notice" means a written communication by either Party to the other Party that is properly addressed to the Notice Address of the addressee and served by any of the means stated herein i.e. hand delivery, delivery by courier, pre – paid registered postages, fax or E mails. The Party serving the notice undertakes to fully comply with the notice requirements prescribed by TRAI under relevant interconnect regulations;
- 1.14 "Standard Terms and Conditions" shall mean the Standard Terms and Conditions attached hereto as Schedule A and which upon execution by the Parties shall form an integral part of this Agreement;
- 1.15 "Subscriber" shall mean, each connection in a private residential household or a private residential multi-unit dwelling served by the Cable Network of the Operator in the authorized Territory and that receives the Channels subscribed by the Operator including Commercial Subscribers, but excluding Commercial Establishments(as defined

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herein). Notwithstanding the above, a Subscriber shall also mean and include any individual dwelling having multiple television sets and being charged for each television set separately by the Operator. In respect of each television set, each television set shall be deemed to be an individual Subscriber.

- 1.16 "Supplementary Validation Form" shall mean the amended Validation Form executed between the Parties during the Term of this Agreement;
- 1.17 "Supplementary Hardware Form" shall mean the amended Hardware Form executed between the Parties during the Term of this Agreement;
- 1.18 "Territory" shall mean the area specified in Validation Form attached hereto, as may be amended, modified or revised from time to time by the Parties hereto by executing an amendment in the form of Supplementary Validation Form;
- 1.19 "Validation Form" shall mean Validation Form set forth in Schedule B attached hereto and which upon execution by the Parties shall form an integral part of this Agreement;
- 1.20 "Viewing Card (VC)" shall mean the smart card provided by Broadcaster and which shall be used together with the IRD in order for the Operator to access and decode the signals of the respective Channels;

2. Authorisation

The Broadcaster represents that it has obtained the necessary downlinking permission in respect of Channels from Ministry of Information and Broadcasting ('MIB'). The Broadcaster enjoys, for the territory of India, an exclusive right to distribute the Channels to all the Distribution Platform Owners ("DPOs") in India, including the right to raise invoices for distribution of the Channels on DPOs directly in its own name and collect subscription fees.

3. Grant

Broadcaster grants Operator the non-exclusive license and Operator undertakes to carry / distribute / retransmit the Channels to its Subscribers through its Cable Network, in the analog mode of transmission ONLY, in the authorised Territory and during the Term (unless terminated earlier) for the consideration and other terms and conditions agreed between the Parties and incorporated in this Agreement.

The Operator hereby accepts the grant and shall make its best efforts to ensure that as many of the Channels as possible are transmitted in the prime/tunable band.

It is specifically agreed that Operator shall not distribute the Channel(s) to the Commercial Establishments as defined above without prior written permission from BROADCASTER. For the avoidance of any doubt, it is specifically agreed that in the event Operator desires to provide the Channels to any Commercial Establishment, it shall do so only after executing a separate agreement with BROADCASTER on terms and conditions mutually agreed between the Parties.

The provisions related to providing signals to Commercial Establishment shall be subject to the final adjudication in the Writ Petition No 5161 of 2014 and Appeal No. 7 (C) of 2014 before Hon'ble High Court of Delhi and TDSAT (Telecom Disputes Settlement & Appellate Tribunal) respectively or any other matter filed by the Broadcaster or through IBF or by any other Broadcaster, on this subject. The Broadcaster reserves all rights in the matter.

All rights not specifically and expressly granted to Operator under this Agreement are reserved by Broadcaster. In the event the Operator distributes the Channels in a mode not authorized by Broadcaster, the same shall amount to a Material Breach of the Agreement and the Operator shall be liable to pay a sum equal to ten times the annual Fees as liquidated damages to Broadcaster in addition to other claims that Broadcaster may have against the Operator and without prejudice to any and all other rights and contentions that may be available to Broadcaster.

This Agreement does not authorize or give the Operator any rights to:

- a. provide the signals of the Channels beyond the areas authorized by Broadcaster.
- b. distribute the signals of the Channels other than in analogue mode from the head end of the Operator. For the sake of clarity it is stated that the Operator does not have the right to distribute the Services via digital cable networks (with or without an addressable system), Direct-To-Home (Ku Band), Headends-in-the-Sky, Multipoint Microwave Distribution System / Multi-channel Multi-point Distribution System ("MMDS"), Digital Terrestrial Transmission, Direct-To-Home (C Band), Broadband, IPTV, Terrestrial Transmission, or any other medium or technology or device now known and/or invented or that may be invented at a later date.
- c. distribute the signals of the Channels to the LCOs or Subscribers not declared by the Operator to Broadcaster.
- d. distribute the signals of the Channels to any Commercial Establishments.
- e. make any interference/insertion/blacking out/de-modulation with the Services.

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Without prejudice to the remaining provisions of this Agreement, Broadcaster reserves the right:-

- a) to commence or continue to provide the Channels directly to other Operators and/ or Subscribers and to appoint other Operators in the Territory for the purpose of distributing the Channels.
- b) to vary the Rates of Channels and/or Subscription Fees (subject to provisions of Applicable Law) after notifying such variance to the Operator. The Operator agrees to make the payment with the revised Rate and/or Subscription Fee. Such intimation of increase in the Rate or Subscription Fee will be deemed to be sufficient compliance and amount to consent on the part of both the Parties.
- c) to discontinue any Channels, as Broadcaster shall think fit or withdraw Channels which Broadcaster proposes to withdraw. Any Channel is withdrawn from the package, the Subscription Fee payable by the Operator shall be adjusted accordingly.

In the event the Operator is desirous of increasing or adding to the number of Channels to its service, the Operator shall request Broadcaster for the same. In such an event the Operator shall provide Subscriber details and the Parties shall mutually enter into negotiations on the additional fee payable by the Operator which shall be added to the existing Fee. Further in case there is any change in the Subscriber base of the Operator, it is obligatory on the part of the Operator to intimate the revised Subscriber base immediately and seek authorization from Broadcaster and pay the Fees on the revised Subscriber base.

It is expressly agreed between the Parties that the Operator's right to receive and distribute the Channels shall be conditional upon the performance by the Operator of all its obligations hereunder and mere possession of the IRD(s) shall not entitle the Operator to receive and / or distribute the Channels.

It is further expressly agreed between the Parties that the Channels are provided solely on the basis of and in reliance upon the representation, warranties and declaration made by the Operator of its Subscriber base which will be followed by a complete and correct list of the name and addresses of all its LCOs and their Subscribers, as well as the Operator's Subscribers, along with the exact number of cable homes where Channels are provided by the Operator or its LCOs, at the time of the execution of this Agreement and Broadcaster reserves its right to verify the said Subscriber base, at any time, with or without notice to the Operator and will be entitled to charge the Fee accordingly after notifying the same to the Operator.

It is hereby agreed that unless the equipment is returned to Broadcaster on or at the time of termination /expiry of the Agreement or otherwise; the Operator shall be bound to make the payment of Subscription Fee till the date equipment is returned to Broadcaster.

4. Term

Subject to the Standard Terms and Conditions, the term of this Agreement shall begin on the Start Date and end on the midnight of the End Date as set forth above, or on the date when the compulsory digitalisation with addressability sets in, as notified by the Central Government (vide Notification dated November 11, 2011 or any amendment thereto, pursuant to The Cable Television Networks (Regulation) Act, 1995, as amended by the Cable Television Networks (Regulation) Amendment Act, 2011) ("Sunset Date") for the whole or part of the Territory, whichever is earlier. The period from the Start Date to the End Date or the Sunset Date, as the case may be, is defined as the "Term".

It is agreed between the Parties that upon the expiry of the aforementioned Term on the End Date (unless terminated earlier or compulsory expiration on Sunset Date), this Agreement shall come to an end. Thereafter, if the Parties agree to renew the agreement / extend the Term, a fresh agreement shall be executed upon such terms and conditions as may be mutually agreed between the Parties in terms of the Applicable Law. The Parties shall enter into good faith negotiations for such renewal / extension within the timelines prescribed under relevant regulations notified by TRAI.

In the event the Agreement comes to an end on the Sunset Date, all payments from Operator under this Agreement shall immediately thereupon become due and payable and Operator shall immediately pay to Broadcaster, Fees in full for the period ending on the Sunset Date. Subject to the Operator fulfilling the eligibility criteria for operating a digital addressable cable network (as notified by Central Government), it shall approach Broadcaster and execute a fresh agreement for distribution of Channels, through digital addressable cable system, within 30 days prior to the Sunset Date. If the Operator defaults in paying the said Fees or fails to execute the fresh agreement as aforesaid, Broadcaster shall be under no obligation to provide the Channels to the Operator.

Operator agrees and accepts that the new commercial terms shall become applicable from the date of expiry of the Term and that if the Parties are not able to arrive at a mutually acceptable 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 pursuance to the Applicable Law. Provided, however that in case of such disconnection, the Operator shall be required to pay the Fees (on the basis of this Agreement) till the date of deactivation. Parties record that payment of Fees on the basis of this Agreement shall be in addition to and not in derogation of Broadcaster's right to claim rendition of accounts.

5. Fees

Subject to Section 6.1 of the Standard Terms and Conditions, Operator shall pay subscription fees ("Fees"), as set forth on the Validation Form. The Fees is exclusive of all taxes and levies. The channel Rate is subject to revision by the Broadcaster in compliance with Applicable Laws. Any changes in the Rate communicated by Broadcaster to Operator shall automatically be deemed to be an amendment to the Validation Form without the need for an executed amendment to this Agreement or the requirement of a Supplementary Validation Form, unless a written objection to the same is received by Broadcaster within seven days from the date of such communication. The Fees shall be paid in accordance with the Standard Terms and Conditions as elaborated in Schedule A hereto.

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In the event, the Operator had earlier executed Agreement / Arrangement with Broadcaster and pursuant to that Agreement / Arrangement, if the Operator has any outstanding payable to Broadcaster, the Operator is obligated to make payments of the entire outstanding within 30 days of signing of this Agreement. The Broadcaster reserves the right to terminate this Agreement / disconnect the Channel provided by the Broadcaster to the Operator at any time by giving a prior written notice of 21 days in the event the outstanding is not paid by the Operator.

6. Approvals and Licenses

It shall be the duty of the Operator to obtain and maintain all licenses, approvals, authorization, permissions, registrations and permits necessary for receiving and distributing the Channels and for performance by the Operator of its obligations hereunder, at its sole cost and expenses.

7. Continuous and Quality Transmission

It shall be the duty of the Operator to maintain a high quality of signal transmission for the Channels without any disturbances or disruptions or interruptions. The Operator agrees and undertakes that it shall ensure continuous distribution of the Channels (in their entirety) in the same manner as is received without any further de-modulation of the signals of the Channels and without blacking out or interfering with the signals of the Channels in any manner whatsoever.

8. Advertising / Marketing

Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. Operator shall cooperate with Broadcaster in such research by making available to Broadcaster its subscriber lists, sales information and information regarding the popularity of the Channels and habits of the Subscribers. Operator shall also render any other assistance which Broadcaster may reasonably request at its own costs. Operator agrees that it shall not treat the Channels any less favorably than any other English, Hindi or Indian language services on the Cable Networks with respect to packaging, pricing, advertising, marketing and promotion, including, but not limited to placement, prominence and expenditure.

9. Notices

Any notice addressed to either of the Parties shall be sent at the address as set forth on the first page hereof, unless the Party whose address has undergone any change notifies the other Party in writing of such changed address in advance of such change.

IN WITNESS WHEREOF, each Party has caused the execution of this Agreement, which however, shall become effective only upon the affixing of the seal and signature by the authorized signatory of Broadcaster.

FOR DISCOVERY COMMUNICATIONS INDIA

For OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

For Discovery Communications India

For Operator

SCHEDULE A

STANDARD TERMS AND CONDITIONS

1. Definitions

All capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Agreement.

2. Fees – Invoicing and Payments

- 2.1 Broadcaster shall raise invoices on the Operator (as elaborated below) for the payment of the monthly subscription fee by the Operator. Broadcaster shall by 7th day of the concerned month complete all activities (like performing internal checks, measurement of Fees etc) that would enable Broadcaster to be in a position to issue the invoice on the Operator.
- 2.2 Except as otherwise provided in this Agreement, payment of all Fees with respect to any month (or other specified period) during the Term shall be made by the 15th day of such month (e.g., Fees for February shall be due and payable latest by February 15) (hereinafter referred to as the "Due Date"). If any period of the Term is not a full calendar month but only a part thereof, the Fees with respect to such part shall be determined by dividing the Fees for whole of such month by the number of days in such month and multiplying such quotient by the actual number of days in such month for mid part of the period during the Term. It is the obligation of Operator to ensure that the payment is received by Broadcaster on or before the Due Date. Upon any revision of the rate for the Channels and thus to the Fees (as set forth in the Validation Form), Operator agrees and undertakes to pay the revised Fees on a pro rata basis from the effective date of such revision.
- 2.3 Where any debit notes or credit notes are to be issued for adjusting the differential Fees from Operator for an already invoiced period (on account of amendment or renewal in the Agreement or for any reason what so ever), then Broadcaster shall by 7th day of the following month complete all activities (like performing internal checks, measurement of differential Fees etc). Further such date shall be deemed to be the event which would entitle Broadcaster to adjust the differential monthly Fees. Debit notes issued by Broadcaster are to be paid immediately by the Operator upon receipt of the same (receipt through e-mail specifically permitted). All other provisions under the Agreement as regards interest on late payment shall apply to such differential Fees receivable by Broadcaster.
- 2.4 All payments including, without limitation, the Fees, shall be paid free and clear of and shall not be reduced by any tax, levy or charge including but not limited to service tax (except for withholding taxes as provided below). Service tax shall be borne entirely by Operator. To the extent that Operator is required under applicable law to withhold or deduct any taxes from any payment, the amount of such payment shall be increased so that the net amount paid to Broadcaster equals the amount that would otherwise have been payable to Broadcaster had such taxes not been required to be withheld or deducted. However, if, under Applicable Law, any payments from Operator to Broadcaster are subject to withholding taxes, Operator shall (i) withhold the legally required amount from its payment, (ii) remit such amount to the applicable tax authority, and (iii) within 30 days deliver to all documents evidencing such amount that will be required from the Broadcaster by the applicable tax authority. .
- 2.5 The time within which Operator shall be required to make payments in accordance with the terms hereof is of essence of this Agreement and any failure to do so on the part of Operator shall constitute a Material Breach hereunder. In addition to any other rights Broadcaster may have in the event of such a default, Operator agrees to pay interest on sums which remain unpaid after 10 days following the date on which they are due and payable. Such interest shall accrue from said due date and shall be payable at a rate 18% per annum for the entire period during which the default continues. Operator shall be liable for all reasonable legal costs and expenses incurred by Broadcaster in collecting any overdue amounts.
- 2.6 If any of the Channels are suspended by Broadcaster for any reason in accordance with the rights and remedies conferred by this Agreement, a non-refundable reactivation fee of Rs. 500 or higher, as per existing policies of Broadcaster, per channel per reactivation may be levied by Broadcaster in its sole discretion. Operator acknowledges that the reactivation fee does not constitute a penalty.
- 2.7 In the event the Channel(s) to the Operator is / are de-activated due to any breach / default on the part of the Operator, then the Operator shall be required to pay the entire costs of all the processes involved in deactivating the Channels to the Operator. Broadcaster reserves its right to recover the said amounts from the Operator.
- 2.8 The Fees shall be paid by the Operator to Broadcaster by way of a Demand Draft, Pay Order, cheque payable at par favoring M/s Discovery Communications India. No cash payments shall be made by the Operator towards Fees or any other dues whatsoever. In case any cheque issued by the Operator towards fees is dishonored for whatsoever reason, then in such an event, the Operator will be liable to pay a penalty of Rs. 3,000/- for such payment default. After first default, at the sole discretion of Broadcaster, no payment of monthly Fees shall be accepted by Broadcaster from the Operator other than by way of a Demand Draft issued in favour of Broadcaster.
- 2.9 Broadcaster reserves the right to revise the Fees for the Channels charged by it to the Operator subject to Applicable Law. Any change in the Fees communicated to Operator by Broadcaster shall automatically be deemed to be an amendment to Schedule B without the need for an executed amendment to this Agreement.
- 2.10 In the event of any revision in the Fees brought about by any statutory authority including but not limited to the TRAI or any other quasi judicial, judicial or other authority, the revised Fees shall apply from the date such revision is notified by such

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authority or the date of effect of such revision (whichever is earlier), and shall automatically be deemed to be an amendment to Schedule B without the need for an executed amendment to this Agreement.

- 2.11 All payments including the Fee as mentioned in the Schedule B are payable by the Operator to Broadcaster hereunder, shall be paid net of (a) all taxes and charges or levies; (b) any bank transfer or similar fees or charges and the liability of all such taxes including the Service tax, payments or charges shall be solely of the Operator. For the sake of clarity, as between the Parties, the Operator shall be responsible for payment of all taxes including Service Tax, levies and charges imposed by or under Applicable Law relating to the Service(s) or in respect of them.
- 2.12 In the event Broadcaster is of the opinion that, the number of Subscribers who are receiving the Service(s) are higher than the number of Subscribers as declared by the Operator, Broadcaster may at its sole discretion and upon notice to the Operator, increase the Fees and the Operator agrees to pay the increased Fees in accordance with the provisions hereof, without raising any dispute in this regard, unless the Operator proves, within five days from the demand made by Broadcaster, that the opinion of Broadcaster is based on wrong information/assumption.
- 2.13 The Operator agrees to pay the revised Fee without any dispute with immediate effect, even if he has already made the payment of the entire amount of the Fees which was applicable at the time of execution of the Agreement upfront/ in advance in full at the time of execution of the Agreement. The Operator agrees and undertakes to pay the differential amount of the Fees on a pro rata basis, from the effective day of such revision, within a period of five days from the date of such revision, failing which the Services of the Operator shall be liable for deactivation and the amount already paid by the Operator shall be liable to be forfeited.
- 2.14 If the Fees, or any other charges as specified in this agreement or any other agreement executed in this connection, is not paid by the Operator on Due Date, Broadcaster may at its discretion take any or all of following recourses without prejudice to any other rights under this Agreement or Applicable Law:
- (a) switch off the IRD(s) boxes immediately subject to the Applicable Law, and upon the disconnection of the Service, whether accompanied by termination or not, all sums due but not payable by the Operator shall immediately become due and payable;
 - (b) terminate this Agreement, by giving notice as specified by the provisions of Applicable Law, and take back possession of the IRD(s)
 - (c) charge an interest of 18 % p.a. @ or at the rate prescribed by any Applicable Law, which ever is higher, compounded monthly from the date such amounts became due until they are fully and actually paid.
- 2.15 Upon disconnection of the Service, whether accompanied by termination or not, all sums due but not payable by the Operator to Broadcaster shall immediately become and remain due and payable. Provided however, Broadcaster may at its discretion, waive its right to disconnect the Service and/or terminate this Agreement, upon such terms and conditions as Broadcaster may deem fit and proper, which shall, inter-alia, include the receipt by Broadcaster (a) of the entire arrears of Fees and other charges due and payable by the Operator under the terms of this Agreement, together with interest accrued thereon; and (b) the re-connection charges as may be decided by Broadcaster.
- 2.16 In case any Channels were de-activated and are subsequently re-installed on fulfillment of the obligations by the Operator, the Operator will in any case be liable to pay the damages and Fees for the period during which the Channels are or were suspended.
- 2.17 In case Broadcaster is required to incur any cost for de-activating the Channels of the Operator (due to breach committed by the Operator), the same shall be reimbursed by the Operator to Broadcaster without raising any dispute.
- 2.18 If the Operator wishes to transfer the license to retransmit Channel to or in favour of any third party and Broadcaster has consented to such transfer under the provisions hereof, Broadcaster shall have the right to upward revise the Fee payable by such third party. In any event, the transferee shall also pay and the Operator shall cause the transferee to pay to Broadcaster for minimum number of LCOs as the Operator is or was paying at the time of transferring the Channel to the third party transferee.
- 2.19 The Operator shall make payment of the Fee to Broadcaster as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any carriage fee or placement charges receivable by the Operator from Broadcaster, its affiliated companies (including any holding, subsidiary and or associate entities of Broadcaster), channel owners and/or Broadcaster.
- 2.20 The Operator shall be strictly under an obligation to pay the regular monthly Fee to Broadcaster by/on the Due Date. However, if at all due to any exceptional circumstances, any outstanding or arrears which have been allowed to be carried forward by Broadcaster by way of a written communication and have remained unpaid as on 31st March 2014 and/or on the expiry of this Agreement (whichever is earlier) ("Last Date"), the Operator shall be under an obligation to pay all the outstanding Fee to Broadcaster on or before the Last Date, without carrying forward any arrears on any account whatsoever.
- 2.21 The Operator agrees and acknowledges that in case it operates through any of its joint venture/affiliated/ associated/partner network(s) in different parts of the cities/country then it shall be the sole responsibility and obligation of the Operator to clear all the accumulated arrears/dues which are not paid by any such joint venture/affiliated/ associated/partner entities to Broadcaster on the Due Date during the validity of this Agreement, irrespective of the fact that separate subscription agreement(s) have been executed by any of the joint venture/affiliated/ associated/partner entities with Broadcaster.

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For Operator

- 2.22 Operator agrees and acknowledges that Broadcaster may, at any point of time during the Term, review and based on such review, determine whether the actual number of Subscribers of the Operator is greater than the Subscriber base declared by the Operator. In case the actual number of Subscribers of the Operator is greater than the declaration, Broadcaster may at its sole discretion call for an increase in the Subscriber base which the Operator has declared for its Distribution System and with reference to which the Operator is paying the Fees. If such review shows that the Fees for prior months were not paid in full, the Operator shall pay Broadcaster the difference within 7 days after such determination. If the Operator fails to pay such additional fees, Broadcaster may immediately suspend all the Channels or terminate this Agreement without prejudice to its rights to claim such additional fees or rendition of accounts with interest.
- 2.23 If during the Term, the Operator wants to add any Channel to the Service(s), the Parties shall revise the Subscriber base and the Fee payable on account of such revision, at mutually agreed terms.
- 2.24 During the Term of the Agreement, if the Operator or Broadcaster desires to amend the Subscriber base and the Fees payable on account of such amendment in Subscriber base, the Party requesting for such change is obliged to provide reasons accompanying evidence for the proposed change, following which both Parties may verify such documentation and then based on the merits, consider re negotiations for a change in the Subscriber base/ Fee.

3. Authorized Transmission/Content/Security.

- 3.1 Operator shall transmit the Channels through its Cable Network in analog mode of transmission only, to its Subscribers in the Territory. The Operator shall install decoding equipment and all other equipment necessary to receive and retransmit the Channels, at its own cost and expense. Operator further agrees to make no use, nor authorize or permit others to make use, of the Channels other than as expressly set forth in this Agreement. Operator shall not deliver the Channels to any Commercial Establishments.
- 3.2 Operator agrees to carry only the linear feed of the Channels in their entirety, in the order and at the time transmitted by the Broadcaster without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of any scroll, graphic overlays, pull-through or crawls, deletions or additions. Operator shall not insert or superimpose any advertisements over the advertisements and programming contained in the Channels. Operator shall not record, redistribute or retransmit any portion of the Channels except as specifically authorised by Broadcaster. Operator agrees and acknowledges that the Broadcaster shall have the right to alter the Channels, including the names of the Channels, and the programming exhibited on the Channels.
- 3.3 Operator agrees and acknowledges that the Broadcaster shall have the right to change – (i) the satellite carrying each of the Channels' signals, (ii) the delivery system, (iii) the encryption technology of the signals of the Channels. In the event of Operator being advised by Broadcaster of any change in the satellite transmitting any of the Channels, Operator shall make all necessary arrangements to ensure continued access to the Channels, provided that neither the Broadcaster nor Broadcaster shall be liable to Operator or its Subscribers for any failure to access the Channels as a result of any such change.
- 3.4 Operator shall maintain for the Channels first-class signal transmission quality throughout Cable Networks in accordance with the highest international industry standards.

4. Anti-Piracy

Operator shall not: (a) authorize or cause or suffer any portion of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution / retransmission by Operator of the linear feed of the Channels. If Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using the Channels for any purpose, Operator shall immediately notify Broadcaster and the Operator shall take all reasonable steps necessary to prevent such unauthorized use; (b) authorize or permit the exhibition of the Channels or any portion thereof by any Commercial Establishment and / or at any place where viewing of such Channels is charged either separately or is included in the price of food, beverage or other Service being supplied or where admission into the premises is on chargeable basis; or (c) use the rights granted to it hereunder for any unlawful purpose. Broadcaster reserves the right to initiate necessary action, civil and/or criminal, against Operator in the event of breach of this clause by the Operator.

5. Reports

Within 5 calendar days after the end of each month of the Term, Operator will provide a detailed report for the previous month to Broadcaster that sets out the number of associated Cable Networks, associated local cable operators receiving the Channels, the total no. of households and Subscribers in the authorised Territory and such other information relating to Subscribers as may be requested by Broadcaster, including channel position of the Channels and all other services carried by Operator. The Operator undertakes to provide the monthly subscriber line reports (SLRs) to Broadcaster in terms of the relevant regulations notified by TRAI.

6. Calculation of actual and declared number of Subscribers and Audit Rights.

- 6.1 Operator agrees and acknowledges that Broadcaster may, at any time during the Term, determine the actual number of Subscribers receiving the Channels through the Cable Network of the Operator in the authorised Territory. In the event, the number of Subscribers so determined by Broadcaster is greater than the number of Subscribers declared by the Operator, then

For Discovery Communications India

For Operator

Broadcaster shall have the right to demand and receive incremental subscription fees in respect of the increased number of Subscribers from the Start Date of the Agreement.

In addition, if, during the course of such determination, it is revealed that Operator has declared a higher number of Subscribers to any other television service provider than the number of Subscribers declared to Broadcaster, then such higher number of subscribers may, at the discretion of Broadcaster, be deemed to be the declared number of Subscribers and the Validation Form shall be deemed to be amended accordingly. This remedy shall not restrict Broadcaster from recovering Fees relating to the actual higher number of Subscribers for the entire period or from seeking to enforce any other of its rights and remedies under this Agreement.

6.2 Broadcaster or its representatives shall have the right from time to time without prior notice, to review or audit the books and records of Operator for the purpose of verifying the amounts properly payable to Broadcaster, or verifying or determining the actual number of Subscribers, or verifying the information contained in the Subscriber Report and / or verifying full compliance with all the terms and conditions of this Agreement. If any variations in the fee payable to Broadcaster by the Operator is observed and such variation is in excess of 5% of the monthly fee payable, then Operator shall be liable to pay all costs and expenses incurred by Broadcaster in connection with such review or audit.

6.3 If above review or audit shows that the Fees for the prior months were not paid in full, or that additional fees are payable thereunder, then after calculation of such incremental Fees (which should be done by Broadcaster by 5th day from the end of review/ audit), Broadcaster shall raise invoice on the Operator for payment of differential Fees. Further such date of determination shall be deemed to be the completion of event for the differential Fees to be paid by the Operator. Operator shall immediately pay such incremental Fees together with interest at the rate specified in Section 2.5 hereof, failing which Broadcaster may, subject to Applicable Laws, suspend any of the provision of Channel or terminate this Agreement without prejudice to its right to claim the additional fees.

7. Integrated Receiver Decoders ("IRD") and Viewing Cards ("VC").

7.1 Broadcaster may require Operator to make a refundable security deposit (the "Security Deposit") in respect of the IRDs and VCs being provided to the Operator. When the IRD/VC is returned to Broadcaster, Broadcaster will refund the Security Deposit. Broadcaster may withhold any amounts from the Security Deposit to recover the cost of repairs for the damage caused to the IRD/VC.

7.2 The IRDs and VCs shall at all times remain the property of the Broadcaster, and not of the Operator. Broadcaster makes no representation or warranty as to the capabilities of the IRDs / VCs. Broadcaster shall not under any circumstances be responsible or liable for any malfunctioning of the IRDs / VCs. However, in the event an IRD / VC requires repair or replacement, Operator may send a written complaint to Broadcaster and Broadcaster shall endeavour to have the IRDs / VCs either repaired or replaced as per its policy. All IRDs / VCs shall be returned to Broadcaster immediately upon the end of the Term, or earlier termination of the Agreement, if so requested by Broadcaster.

7.3 The mere possession of an IRD / VC and making all payments relating to it, does not guarantee the Operator access to the Channels.

7.4 The IRD's/VC's shall at all times be kept at or within the premises of the installation address and Broadcaster may at any time enter the installation address, through its duly authorized representatives and inspect the IRD's/VC's. The Operator shall not, without the prior written consent of Broadcaster, transfer, remove or shift the IRD's/VC's from the installation address. The Operator shall not shift, remove, modify, misuse or tamper with the IRD's/VC's including the seal (paper seal to prevent opening of the IRD's/VC's) or any signals emanating therefrom, in a manner that prevents the identification of the IRD's/VC's number or interferes with the signals emanating therefrom. Any such act by the Operator shall be construed as a willful and criminal default on the part of the Operator in addition breaches of its obligations hereunder.

7.5 The Operator shall not use any decoding /receiving equipment other than that recommended by Broadcaster and shall not use such equipment for any purpose except in connection with receiving the Channel.

7.6 Operator undertakes to ensure that each IRD and VC:

(a) shall not be moved from the installation address, (as such movement will amount to Material Breach by the Operator) which shall be a secure location. Operator grants Broadcaster the right at any time to enter the installation address to verify the presence of, and to inspect and test, each IRD and VC at the installation address. In the event any IRD/VC is missing, Broadcaster will be entitled to take appropriate legal action for the recovery of said IRD/VC. Further, in the event an IRD/VC is lost, misplaced, stolen, or is in any manner alienated from Operator's possession, Operator shall immediately inform Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. Operator shall also immediately initiate all steps that may be possible for the recovery of the IRD/VC. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the IRD/VC shall be borne solely by Operator. In case the IRD/VC is not recovered the Security Deposit shall be forfeited by the Broadcaster and the Broadcaster shall be free to recover the balance costs of the IRD / VC from the Operator.

(b) is not opened, tampered with or reproduced in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with/broken while the IRD is in the possession of Operator, Broadcaster may suspend any of the Channels (after complying with the relevant regulations) without liability and such Channels will be restored only at Broadcaster's discretion

For Discovery Communications India

For Operator

and subject to Operator paying a non-refundable reactivation fee of Rs. 500 or higher as per the existing policies of Broadcaster on each such suspension. Operator acknowledges that the reactivation fee does not constitute any penalty. Upon such IRD seal being tampered, Broadcaster may take back possession of the IRD and Operator's Security Deposit shall stand forfeited and paid to the Broadcaster who shall be free to recover the balance cost of such IRD from the Operator. Operator agrees to use the IRD/VC only in accordance with the technical specifications established by the manufacturer of the IRD/VC for the installation and use of the IRDs.

- (c) is not sold, assigned, pledged or otherwise transferred to any party and is not used for any purpose other than receiving the respective Channels.

8. Intellectual Property

All right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channels, or any mark of the rights holders of any programming exhibited on the Channels (collectively, the "Intellectual Property") shall belong exclusively to the Broadcaster or its respective affiliated companies or licensors.

To the extent any of such rights are deemed to accrue to Operator, Operator agrees that such rights are the exclusive property of the Broadcaster or its respective affiliated companies, licensors or owners of such names and marks and Operator agrees to renounce such rights.

Operator shall not use any Intellectual Property for any other purposes including marketing and promotional purposes, except for the purpose of promoting the availability of the Channels on the analog platform, subject to prior written approval of Broadcaster. Operator shall not use any material containing any of the Intellectual Property without the prior written consent of Broadcaster. If Broadcaster authorizes such use, Operator shall use such Intellectual Property in connection with the Channels only and only in accordance with Broadcaster's instructions. Broadcaster reserves the right to inspect any such material at any time.

Operator shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of Broadcaster, resembles any of the Intellectual Property. Operator shall include appropriate copyright and other legal notices as Broadcaster may require, and shall promptly call to the attention of Broadcaster the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Territory. Operator shall within 10 days after termination of this Agreement return to Broadcaster or, at Broadcaster's request, destroy all material, used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to Broadcaster (or its designee) all interest in and to any graphic representation created by or for Operator of any Intellectual Property.

Operator hereby appoints Broadcaster its lawful attorney-in-fact irrevocably to carry out any legal action required to cancel any registration or application for registration obtained or made by Operator for any Intellectual Property or to cause all of Operator's interest in such registrations or applications to be transferred to the Broadcaster (or its designee), it being acknowledged that such power is a power coupled with an interest. Any violation of the instructions of Broadcaster in respect of the Intellectual Property and the requirements of this section will amount to Material Breach of the terms of this Agreement by the Operator.

9. Representations and Warranties

Operator represents and warrants that it has full authority to enter into this Agreement, to deliver / retransmit the Channels through its Cable Network in analog mode of transmission and to perform all its obligations hereunder and that upon execution hereof this Agreement shall be legally binding and enforceable against Operator.

Operator further represents and warrants that: (a) It is fully authorized and has the power to enter into all arrangements with programming and hardware suppliers for its Cable Network, supervise billing of all Subscribers of its Cable Network, pay the subscription fee for all the subscribed channels, exclusively manage the day-to-day operations of its business, control the distribution, marketing and pricing of all programming services and has the authority to hire and discharge key employees; (b) all governmental authorizations required in connection with the ownership and operation by Operator of the Cable Network, including but not limited to registration under the Cable Television Network (Regulation) Act of 1995, and in connection with the execution, delivery and performance of this Agreement by Operator have been obtained; (c) Operator has a paying subscriber base and the necessary infrastructure including office and support staff for running its cable operations smoothly and efficiently discharging its entire obligations under this Agreement; and (d) Operator further represents that it is not in breach of any contractual obligation to any other third party.

It is expressly agreed between the Parties that the Channels are provided solely on the basis of and on reliance upon the representation, warranties and declaration made by the Operator including that of its Subscriber base, Cable Network, operators and sub-operators etc., along with the exact number of cable homes where services are provided by the Operator or its affiliated operators and sub-operators under it, at the time of the execution of this Agreement and Broadcaster reserves its right to verify the said subscriber base, at any time, with or without notice to the Operator.

For Discovery Communications India

For Operator

There are no representations and warranties or agreements that are outside this written Agreement and this Agreement contains the entire understandings between the parties.

10. Termination

10.1 Without prejudice to the right of Broadcaster to initiate any legal action, Broadcaster may terminate this Agreement, suspend delivery of any of the Channels or otherwise invalidate or repossess the IRDs and VCs during the Term at any time on the occurrence of any of the following events:

- (a) If the Operator breaches any of the provisions of this Agreement or any of the representations, warranties, covenants and obligations of Operator set forth in this Agreement;
- (b) If Broadcaster receives information, whether through its own validation process or otherwise, that there has been a misrepresentation or concealment of information or facts by Operator to Broadcaster;
- (c) To protect against the unauthorised use of any of the Channels, or the programming content therein, or any proprietary information or technology in the IRDs and VCs;
- (d) If the IRDs and VCs being used by Operator are not the IRDs and VCs which had been provided to Operator by Broadcaster;
- (e) If the IRDs and VCs are removed from their installation address without the prior written consent of Broadcaster;
- (f) If the IRDs and VCs provided to Operator are misplaced, damaged, lost or stolen;
- (g) Failure of Operator to pay the Fees, or any other amounts payable under this Agreement by the Due Date, or any grace period having been granted by Broadcaster to Operator, for such payment;
- (h) Failure on the part of Operator to comply with any law or regulation or order of any governmental / judicial authority;
- (i) if Operator becomes insolvent, fails or is unable to pay or admits its inability to pay its debts as they become due, institutes or has instituted against it a proceeding seeking a judgment of insolvency, bankruptcy or any other relief under any bankruptcy, insolvency or similar law affecting creditors' rights, seeks or becomes subject to the appointment of an administrator, receiver and/or manager, judicial manager, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (j) upon the death, or permanent mental or physical disability of Operator, if Operator is an individual;
- (k) If the Broadcaster ceases to operate the Channels or Broadcaster ceases to distribute the Channels in the Territory;
- (l) In the event Operator is no longer in the business of providing cable television services or is prohibited from undertaking the same for whatever reasons.

10.2 In the event of termination of this Agreement for any of the reasons enumerated in clause 10.1 above, Broadcaster shall repossess the IRDs and VCs from the Operator.

10.3 Broadcaster shall not, in any manner whatsoever, be obliged to reinstate the Channels after termination under this Section 10. However, Broadcaster may in its sole discretion, consider reinstating the Channels to Operator only upon its satisfaction that the events or circumstances giving rise to the termination have been resolved to its satisfaction.

10.4 If Broadcaster agrees to reinstate the Channels after its termination, the fact that the Channels have been discontinued for certain number of days during the current Term will not postpone the date on which the Term is due to expire. Likewise, any and all Fees and other payments due for the period for which any of the Channels were suspended shall upon reinstatement of the applicable Channels be immediately paid by Operator to Broadcaster.

10.5 Upon termination of this Agreement for any reason whatsoever by Broadcaster, the Operator shall not be entitled to any refund of any amounts paid by Operator to Broadcaster. Broadcaster retains the right to retain any amounts paid by Operator to Broadcaster to recover costs.

10.6 Even after the termination of this Agreement, the Operator shall continue to remain liable to pay any and all sums due to Broadcaster as of the date of termination of the Agreement, and Broadcaster specifically reserves all its rights and remedies against the Operator.

10.7 Upon termination of this Agreement for any reason, Operator must immediately cease to make any representations that it is associated with Broadcaster in any manner or is authorised to distribute / retransmit the Channels in its Cable Network.

For Discovery Communications India

For Operator

11. Indemnification

Operator shall indemnify and hold the Broadcaster, Broadcaster, their officers, directors, employees, agents, parent companies, and affiliates (collectively, the "Agents") harmless from and against any and all claims, damages, liabilities, costs, and expenses (including actual attorneys fees and related costs) arising out of the breach of any representation, warranty or undertaking made by Operator. Broadcaster shall notify Operator in writing of the claim or action for which such indemnity applies. Operator shall undertake the defence of any such claim or action and permit Broadcaster to participate therein at Broadcaster's own expense.

12. Limitation of Liability

It is expressly understood and agreed between the Parties that Broadcaster shall have no liability or obligation whatsoever under this Agreement, towards the Operator or the LCO, arising from and in respect to :-

- a. any defect or damage in IRD's/VCs and which is or may be used by the Operator;
- b. any defect in the IRD's/VC's attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the Broadcaster's instruction, or any use of the IRD'/VC's with any apparatus or equipment not authorized by Broadcaster;
- c. any action or failure to act or default on the part of any IRD's/VC's distributor or installer.
- d. any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of Broadcaster;
- e. any indirect or consequential loss resulting or any other default on the part of Broadcaster or any of its officers, employees, suppliers, distributors or agents or any vendor of an IRD's/VC's.
- f. Withdrawal, discontinuation, black out, interruption or suspension of any Channel or programs by the Broadcaster or otherwise.

It is expressly agreed by the Operator that Broadcaster has not offered or provided any warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In particular any and all other warranties of any kind whatsoever, including those for non-infringement of intellectual property, merchantability and/or fitness for a particular purpose, are expressly excluded. Operator agrees that Broadcaster shall not be liable for any consequential, incidental, indirect, remote, economic or punitive damages even if Broadcaster has been advised of the possibility of such damages.

Notwithstanding anything contained herein to the contrary, any liability of Broadcaster or Broadcaster to Operator in connection with or arising out of this Agreement shall be limited to one month's Fees paid by Operator to Broadcaster. In addition, Broadcaster shall not be liable for any consequential or indirect losses or damages suffered by any person or entity resulting from the provision or suspension of any of the Channels including but not limited to access to the Channels or termination of this Agreement.

13. Force Majeure

If on account of a Force Majeure Event, either party cannot perform its obligations for more than thirty (30) days, then either Party shall be entitled to terminate this Agreement on twenty one (21) days written notice on the other.

The Party suffering the Force Majeure Event must promptly notify to the other Party in writing (i.e. within 48 hours) the nature of the force majeure event, its impact and the mitigation plan for such event. No such notice is required where the Force Majeure Event is a change in Applicable Law affecting both the Parties.

As used herein, an "Force Majeure Event" in respect of a Party hereto shall mean any act, cause, contingency or circumstance beyond the control of such Party, including, without limitation, to the extent beyond the control of such Party, any governmental action, order or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, public disaster, change in Applicable Law or public transportation dispute.

For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 13, neither party shall have any liability to the other as a result of such termination, provided that rights and liabilities which accrued prior to such termination shall continue to subsist.

14. Assignment

This Agreement may not be assigned by Operator without the prior written consent of Broadcaster. Any assignment in violation of the foregoing sentence shall be null and void and without effect. In the event Operator intends to sell or otherwise transfer any Cable Network, Operator shall provide Broadcaster with prior written notice of such sale or transfer and obtain its consent. The Operator shall cause the transferee to assume in writing all Operator's obligations under this Agreement, and to be jointly and severally bound by the terms hereof. Broadcaster may assign this Agreement in its sole and absolute discretion; provided, however, that Broadcaster shall cause the assignee to assume in writing this Agreement, including, without limitation, all of Broadcaster's obligations to Operator, and, in which event, Broadcaster shall be released from any and all liability under this Agreement to Operator.

For Discovery Communications India

For Operator

15. Jurisdiction and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India. Unless otherwise mandated by applicable law, any and all disputes, controversies, actions or proceedings arising out of this Agreement, shall be adjudicated upon by the Telecom Dispute Settlement and Appellate Tribunal.

16. Confidentiality

Other than the existence and duration of this Agreement, no terms or conditions hereof, nor any matters relating to the course of dealings between Broadcaster and Operator shall be disclosed to any third party, except to the auditors of the Parties (as a part of normal reporting procedure), attorneys, affiliated companies, investors, or lenders, or potential investors or lenders, all of whom other than affiliate of companies shall be required to first agree in writing to abide by this confidentiality clause, and except as may be required by any government agency or court. The obligations of this Section 16 shall endure even after the termination or expiry of this Agreement for a period of two years from the date of expiry or termination, as the case may be, and any violation hereof shall constitute a Material Breach.

17. Compliance with anti-bribery laws

It is the policy of the Broadcaster to comply and require parties with whom it contracts to comply with the Indian Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, and all other applicable anti-bribery laws (collectively, "Anti-Bribery Laws"). Operator represents, warrants and covenants that: (i) Operator is aware of the Anti-Bribery Laws and will advise all persons and parties supervised by it of the requirements of the Anti-Bribery Laws; (ii) Operator has not and will not cause any party to be in violation of the Anti-Bribery Laws; and (iii) should Operator learn of, or have reasons to know of, any request for payment that is inconsistent with the Anti-Bribery Laws, Operator shall immediately notify Broadcaster. Operator will indemnify, defend and hold harmless the Broadcaster and there representatives for any and all liability arising from any violation of the Anti-Bribery Laws caused or facilitated by Operator. In the event Broadcaster deems that it has reasonable grounds to suspect Operator has violated the Anti-Bribery Laws, Broadcaster and its representatives shall have the right to review and audit, at Broadcaster's expense, any and all books and financial records of Operator at any time, and Broadcaster shall be entitled partially or totally to suspend its performance hereunder until such time it is proven to Broadcaster's satisfaction that Operator has not violated the Anti-Bribery Laws. In the event Broadcaster determines, in its sole discretion (whether through an audit or otherwise), that Operator has violated the Anti-Bribery Laws, either in connection with this Agreement or otherwise, Broadcaster may terminate this Agreement immediately upon written notice to Operator. Such suspension or termination of this Agreement shall not subject Broadcaster to any liability, whether in contract or tort or otherwise, to Broadcaster or any third party, and Broadcaster's rights to indemnification shall survive such suspension or termination of this Agreement.

18. Miscellaneous

- (a) All notices hereunder must be in writing, sent by fax, e-mail, personal delivery, pre-paid postage, courier service unless otherwise specified to the addresses set forth in this Agreement or any other address as may be intimated by a Party. Any notice given pursuant to this Clause 18 shall be deemed given when so delivered by hand, fax, e-mail.
- (b) This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein and shall supersede all prior agreements, understandings, Minutes of Meetings, oral or written, with respect thereto.
- (c) No waiver by Broadcaster of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of Broadcaster to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.
- (d) No provisions contained herein shall be changed / amended except, in writing, signed by authorised representatives of both Parties.
- (e) This Agreement may be signed by the Parties at different points in time but shall be effective only upon being signed and sealed by the authorised signatory on behalf of Broadcaster.
- (f) In the event any provision of this Agreement is found to be contrary to any Applicable Law, the same shall be deemed as null and void and all other provisions of this Agreement shall continue in full force and effect.
- (g) Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties hereto.
- (h) Other than the Operator itself, no local cable operator(s), sub-distributor(s) and / or Subscribers, shall be deemed to have any privity of contract or direct contractual or other relationship with Broadcaster by virtue of this Agreement.
- (i) The Broadcaster will bear the Stamp Duty levied on this Agreement in the state of Haryana. Stamp duty charges outside the state of Haryana, if any, shall be payable by the Operator alone.

FOR DISCOVERY COMMUNICATIONS INDIA

For OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

For Discovery Communications India

For Operator

Schedule B

VALIDATION FORM

Operator Code: _____ Document Number: _____

Operator Name: - _____

Sr. No.	Select	Name of Channel	Rate
1		ANIMAL PLANET	5.35
2		DISCOVERY CHANNEL	16.05
3		DISCOVERY CHANNEL TAMIL	16.05
4		TLC	9.63
5		DISCOVERY SCIENCE	12.00
6		DISCOVERY TURBO	10.00
7		DISCOVERY KIDS	13.25
X		DSPORT	30
9		ID: INVESTIGATION DISCOVERY	21.40

This Rate Card is subject to change pursuant to any applicable regulations/orders of the TRAI and/or judgments/orders of courts/tribunals in India with respect to tariffs for television channels applicable to ordinary cable subscribers. Broadcaster reserves all its rights, remedies and options in this regard.

Total monthly Fees # (Rupees in figures): Rs. _____/-

Total monthly Fees # (Rupees in words): _____

(# - Taxes / levies extra as applicable)

Territory (attach sheets, if necessary):

Does the Operator have any Cable Network (Franchisee/LCO)? Yes No

<u>For Broadcaster Office Use Only (Broadcaster Sales verification)</u>	
Name of sales person _____	Signature: _____
Designation _____	

 For Discovery Communications India

 For Operator

Schedule C
HARDWARE FORM

Operator Code: _____
Number: _____
Operator Name: _____

Document

Installation Address: Same as Correspondence address Different from Correspondence address

If Installation Address is different from Correspondence Address, please fill details below:

Flat / Shop No.: _____ Bldg. Name / Plot No.: _____
Street Name: _____ Landmark: _____
Locality / Area: _____ Village / Town / City: _____

Taluk/Tehsil: _____ District: _____

State: _____

Pin code: _____ Telephone: _____ Fax: _____

Technical Contact Person: _____

Mobile: _____ e-mail: _____

Channel wise serial number details of all IRDs of the Channels being subscribed by the Operator

DISCOVERY CHANNEL TAMIL IRD _____
ANIMAL PLANET IRD _____
TLC IRD _____
DISCOVERY TURBO IRD _____
DSPORT IRD _____

DISCOVERY CHANNEL IRD _____
DISCOVERY SCIENCE IRD _____
DISCOVERY KIDS IRD _____
ID: INVESTIGATION DISCOVERY IRD _____

The Operator acknowledges the receipt of the IRDs as detailed above and certify them to be found in excellent working condition.

FOR DISCOVERY COMMUNICATIONS INDIA

For OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

For Discovery Communications India

For Operator