

BINDING TERM SHEET DATED [AUG XX], 2021

This binding term sheet ("**Agreement**") Competitor2 TVs forth the agreement between ABC US Limited ("**Programmer**") and XYZ Services, Inc ("**Affiliate**" or "**XYZ**") regarding carriage of the Services (as defined below) is executed as on [REDACTED] ("**Execution Date**"). This Term Sheet is effective and applicable retroactively as of July 1, 2019 ("**Effective Date**"):

1.	Services	<p>a) GEC1, in standard definition (SD); and</p> <p>b) MusicChannel1, in standard definition (SD).</p> <p>as per the Service(s) description mentioned under Exhibit-A</p>
2.	Definitions	<p>"Affiliated Company(ies)" means, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such person or entity, which in the case of Programmer shall consist of ABC Media Distribution Private Limited; PQR Media Pvt. Ltd.; DEF Broadcast Ltd. and its respective subsidiary companies only.</p> <p>"Internet" The publicly accessible, worldwide system of interconnected, packet-switched networks that utilize transmission control protocols ("TCP"), Internet protocols ("IP") or similar architecture (which similar architecture must be generally recognized as an alternative or successor to TCP or IP) to transmit data. For purposes of clarity, the Internet may be accessed via a Wireless connection.</p> <p>"New Distribution Method" means any distribution method, manner, technology, device, format or functionality save and except excluding direct broadcast satellite, whether now known or hereinafter invented that is not otherwise granted to XYZ herein and has been granted by the Programmer to any Other Distributor (for the avoidance of doubt, excluding cable rights and OTT rights).</p> <p>"Other Distributor" means any person or entity that distributes any of the Services in the Territory, regardless of means of distribution. For the sake of clarification, MVPD1 Network LLC is excluded from this definition of Other Distributor.</p> <p>"Service Subscribers" means Subscribers who are authorized to receive the Services by XYZ.</p> <p>"Subscribers" means, those customers (both residential and non-residential) authorized by XYZ to receive a service distributed by the System.</p> <p>"System" means, the Hi-Tech Distribution System.</p> <p>"Territory" means, collectively, the United States and its commonwealths, territories and possessions, including Puerto Rico and the U.S. Virgin Islands.</p> <p>"Hi-Tech Distribution System" means (i) XYZ's (IPTV based distribution system which consists of a national earth station receive and Internet protocol video aggregation center(s) ("Super-Hub Offices" or "SHO(s)"), national closed fiber optic IP network, video hub offices ("VHOs") (including, without limitation, all SHOs and VHOs deployed on the Hi-Tech Distribution System following the Effective Date, and during the Term, of this Agreement), local distribution plant and related facilities that utilize an internet protocol on such network to transmit data, information and video comprised of packetized data, including mobile wireless and wired technology used as a necessary part of XYZ's infrastructure and related facilities (such as closed private VPN back-office facilities, digital subscriber line (DSL) facilities and/or wireless "hops") and the use of encrypted wireless-in-home networking technologies (e.g., in-home WiFi) for on-premise viewing by Subscribers ("IPTV System"), that is (A) utilized by XYZ for the transmission of video programming services to Subscribers, (B) majority-owned and/or controlled by XYZ and (C) located within the Territory.</p>
3.	Rights Granted	<p>a) Programmer hereby grants to XYZ the non-exclusive right and license to receive and distribute each linear Service, including all feeds and versions of each Service in the Territory via the Hi-Tech Distribution System to Subscribers during the Term for viewing, exhibition, recording and display by Subscribers using any devices authorized by XYZ for the reception and display of visual images, audio, and/or data in the Territory ("Permitted Devices"). In the event the Programmer delivers the Service in high definition (HD) format through satellite delivery to Other Distributors(s), at such time, the Programmer shall also start delivering to XYZ the Service in HD format. In no event will XYZ convert the feed for the Service to HD format without Programmer's prior written consent.</p> <p>b) Programmer shall provide Affiliate, upon Affiliate's request, at no additional cost to Affiliate, with promotional and marketing materials for purposes of Affiliate's marketing of the Services, which at</p>

		<p>a minimum shall include any and all promotional, marketing or other related or similar materials of (or related to) the Service which Programmer provides to Other Distributors, including, as applicable, any Programmer Marks which XYZ shall be permitted to use for promotional materials without the need for further approval from Programmer. XYZ shall further have the right to create additional promotional materials using any material, clips/content from the Service and/or materials and/or including the materials mentioning or using the Programmer's Marks ("Additional Promotional Material"). XYZ shall submit any XYZ Promotional Material for prior review and approval by Programmer, such approval not to be unreasonably withheld or delayed; provided that if Programmer does not notify XYZ within 72 hours of receipt of any given XYZ Promotional Material then such XYZ Promotional Material shall be deemed withheld by the Programmer.</p> <p>Affiliate or Affiliate's designated and authorized agent ("Agent"), shall have the right to (i) receive the signal of the Service(s), and (b) digitize, compress, encode and transcode the Service(s) as may be reasonably necessary to effectuate the distribution rights granted to Affiliate under this Agreement ("Grooming"); provided, that no such Grooming or transmission will cause a material adverse change in a viewer's perception of the Service's principal video or audio. Affiliate shall have the right to transport the Service signal(s) to its Agent for the purpose of Grooming the licensed content delivered by Programmer, provided that Affiliate shall: (I) be primarily liable for the acts and omissions of such Agent; and (II) indemnify, defend and hold harmless Programmer for acts and omissions of such Agent that, if performed or omitted by Affiliate, would give rise to a Affiliate indemnification obligation hereunder.</p> <p>c) Additional Rights.</p> <p>(i) Authentication Rights. At XYZ's election during the Term, the Parties shall discuss in good faith the terms and conditions upon which the linear Services may be offered to Authenticated Subscribers via XYZ's TV Everywhere ("TVE") service on Permitted Devices which, at minimum, shall be on no less favourable than the terms offered by Programmer to any Other Distributor that distributes the Services on a TVE basis in the Territory. "Authenticated Subscribers" means Subscribers who, prior to receiving any Service programming via XYZ's TVE service, have been authenticated as Subscribers that subscribe to and receive each of the Services via the Hi-Tech Distribution System. The afore-mentioned rights will be granted to XYZ subject to execution of an addendum to the Agreement between the Parties upon terms as mutually agreed.</p> <p>(ii) OTT Rights. At XYZ's election during the Term, the Parties shall discuss in good faith the terms and conditions upon which the linear Services may be offered via XYZ's over-the-top service ("OTT Service") via Internet on Permitted Devices which, at minimum, shall be no less favorable than the terms offered by Programmer to any Other Distributor that distributes the Services on an OTT basis in the Territory. The afore-mentioned rights will be granted to XYZ subject to execution of an addendum to the Agreement between the Parties upon terms as mutually agreed.</p> <p>(iii) VOD Rights. At XYZ's election during the Term, the Parties shall discuss in good faith the terms and conditions upon which XYZ may distribute content from the Services on a video on demand (VOD) basis to the Service Subscribers which, at minimum, shall be no less favorable than the terms offered by Programmer to any Other Distributor that distributes programming content from the Services on a VOD basis at no additional cost to service subscribers of the respective Services (i.e as part of one consolidated deal) in the Territory (for the avoidance of doubt, excluding stand-alone VOD Rights).</p> <p>d) All rights not specifically and expressly granted to XYZ by this Agreement are reserved to the Programmer and may be exploited in its sole discretion.</p>
4.	Intentionally Deleted	
5.	Term and Renewal	<p>This Agreement commences as of the Effective Date and, unless earlier terminated pursuant to the terms of this Agreement, shall continue up to and through 30th July, 2021 ("Expiration Date").</p> <p>While this Agreement was under discussion, the Parties had proceeded based on mutual understanding. Now under the present Agreement, the Parties hereby record the terms of the understanding.</p>
6.	Delivery & Technical	<p><u>Delivery</u></p> <p>a) <u>Hi-Tech Distribution System</u>. With respect to the Hi-Tech Distribution System, Programmer shall, at its sole expense, deliver in real time and without any delays, edits, or other modifications, in a digitally compressed mode and fully encrypted utilizing encryption technology commonly used in the domestic video programming delivery</p>

		<p>industry, a full-time (twenty-four (24) hours a day, seven (7) days a week) linear version of each feed and version (including, without limitation HD format and in each other format (e.g., in 3D, interactive, 4K, that Programmer makes available to any Other Distributor) of each Service from a satellite commonly used for transmission of television programming in the Territory (or, at Programmer's option and expense, a fiber optic or other facility in the Territory reasonably acceptable to Affiliate (a "Delivery Source") to XYZ's uplink and broadcast facilities (currently located in Mission, Kansas and Tucker, Georgia), and to such other location(s) designated by Affiliate as the point(s) of reception for delivery to the Hi-Tech Distribution System, provided that XYZ provides the Programmer at least ninety (90) days' prior written notice of such change in location (collectively, together with replacement facilities, the "Broadcast Centers"). [In connection with the foregoing, XYZ acknowledges that as of Effective Date the Programmer has already provided Affiliate with two receivers and decoders (IRDs) (and any replacements thereto, if necessary) for the GEC1 Service for each of the Broadcast Centers and such receivers and decoders have two (2) outputs, one for each of ASI and IP on a returnable basis. XYZ shall return the equipment at its own cost and in good condition to the Programmer immediately upon expiry and/or termination of the Agreement.</p> <p>b) Programmer shall be responsible for all costs of signal delivery to XYZ's headend and XYZ shall be responsible for all costs of signal delivery from XYZ's headend to Hi-Tech Subscribers. Programmer shall deliver the feeds of any Service under this Agreement pursuant to the technical specifications Competitor2 TV forth in <u>Exhibit B</u> (as such Exhibit B may be amended by Affiliate from time to time). If Programmer permits any Other Distributor to receive (or otherwise delivers to any Other Distributor) any Service in a manner other than the manner Competitor2 TV forth in this Section 6 (a) then Programmer shall also permit XYZ to receive (and deliver to XYZ) such Service in such manner, subject to XYZ's acceptance of any Operational Terms applicable to such Other Distributor's receipt (and Programmer's delivery) of such Service in such alternate manner. Programmer agrees that Service(s) adheres to the Service description as mentioned under Exhibit- A.</p> <p>c) <u>Change of Satellite or Technology</u>. If Programmer intends to change its delivery mechanism, or any technology used to encrypt any Service, or to compress, digitize, or otherwise modify the applicable Signals ("Technology Change"), Programmer shall provide Affiliate with not less than ninety (90) days' prior written notice of such proposed change and, subject to technical approval and provided such implementation is commercially reasonable, Programmer shall provide XYZ necessary IRD or other equipment necessary to permit XYZ to receive and/or use the modified signals. For the avoidance of doubt, any Technology Change shall be at Programmer's sole cost and expense and Programmer shall reimburse XYZ for any expenses incurred by XYZ to receive and/or distribute the modified signal(s) throughout the Term, subject to receipt of a valid invoice.</p> <p>d) <u>Quality of Service</u>. Programmer and XYZ shall use their respective commercially reasonable efforts to maintain for each Service a high quality of signal transmission in accordance with their respective technical standards and procedures, but in no event shall XYZ be required to deliver any signal of any Service of a technical quality higher than the technical quality of such video and audio signal(s) of such Service as delivered by Programmer to XYZ. XYZ shall cause its distribution of the Services under this Agreement to be in accordance with XYZ standard security protocols. XYZ will treat Programmer in a non-discriminatory vis-à-vis other programmers in connection with security measures it adopts within the Territory to prevent unauthorized reception of the Service(s).</p> <p>e) <u>Closed-Captioning, Video Descriptioning and Audio Loudness</u>. If applicable, consistent with and as required by applicable Laws, Programmer shall, at its sole expense, deliver the Service in a manner sufficient to allow Affiliate to comply with applicable Laws relating to closed-captioning of the audio portion and/or video description as may be imposed by FCC (and/or other governmental agency), and any other applicable rules and regulations, as modified from time to time, including, without limitation, all applicable provisions of the CALM Act, and, any applicable accessibility requirements or other regulations imposed by the FCC regulations and applicable accessibility standards. Programmer shall provide a written certification that the Services are in compliance with applicable FCC closed captioning and accessibility requirements within 30 days of receipt of written notice from Affiliate which shall be not more than once per year of the Term.</p>
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7.	License Fees	<p><u>7.1 License Fees</u></p> <p>XYZ shall pay Programmer a monthly license fee per Service Subscriber at the rates specified below, as adjusted in accordance with Sections 7.2 through 7.4, below ("License Fees"). Each Party shall be responsible for paying its respective tax liabilities appropriately assessed or levied against such Party, including, without limitation, all state and federal income and withholding taxes.</p> <p>A La Carte Rates:</p> <p>(a) For GEC1 greater of: (i) US\$7.495 per Service Subscriber per month, or (ii) 50% of the Net Retail Price paid by each Service Subscriber for the relevant month.</p> <p>(b) For MusicChannel1 greater of: (i) US\$7.495 per Service Subscriber per month, or (ii) 50% of the Net Retail Price paid by each Service Subscriber for the relevant month.</p> <p>"Net Retail Price" means the retail price paid by the Service Subscriber less applicable deductions (i.e. taxes, broadcast surcharge or any other fees) payable to the government (if applicable).</p> <p>Packaged Rates:</p> <p>(a) GEC1 offered as part of a package: US \$10.0 per Service Subscriber per month.</p> <p>(b) MusicChannel1 offered as part of a package: US \$ 10.0 per Service Subscriber per month.</p> <p>The Parties agree that the License Fee shall be effective retroactively from the Effective Date. XYZ shall calculate and pay the License Fee for the period starting from July 1, 2019 until the Execution Date within 60 days from the Execution Date.</p> <p>The License Fee payable by XYZ for each calendar month shall be determined by multiplication of the (A) average number of Service Subscribers (i.e. calculated by adding the number of Service Subscribers as of the last day of a given month and as of last day of the prior calendar month (or such latest day of any month if terminated hereunder earlier) and dividing the result by two (2)) by (B) the applicable monthly License Fee rate (mentioned herein-above).</p> <p>7.2 XYZ shall have the right to calculate License Fees with respect to the distribution of any Service to any location containing multiple sites such as rooms, units, seats, televisions, etc., at which such Service may be received at such multiple sites within the location, including hotels, motels, commercial office buildings, private planes, hospitals and other healthcare facilities, university dormitories, prisons, multiple dwelling facilities, commercial buses, ships, trains and oil rigs, bars and restaurants and similar commercial locations (each, a "Bulk-Rate Facility(ies)"), as follows: "Bulk Bill Service Subscribers" shall be included as Service Subscribers under Section 7.1, and such Bulk Bill Service Subscribers shall be calculated by multiplying the number of units subject to such Bulk-Bill Arrangement by the quotient obtained by dividing: the monthly retail rate XYZ charges per unit (for programming only and, for clarity, excluding any equipment or access fees) in connection with the Bulk-Bill Arrangement for the package of programming services that contains the Service; by the residential monthly retail rate that XYZ charges a non-bulk Service Subscriber for, as applicable, the Linear Service or the same package containing the Linear Service, or, if such same package does not exist, a reasonably equivalent package of programming services containing the Linear Service.</p> <p>7.3 Gratis Account Subscribers shall not be counted as Service Subscribers for purposes of reporting or computing the License Fees. "Gratis Account Subscribers" means (i) XYZ's offices, retail stores, control rooms and headends (collectively, "XYZ Accounts") from whom XYZ receives no compensation or subscriber fee for being authorized to receive the Service, (ii) Subscribers who have not paid their monthly rate to XYZ for a given month and are subsequently disconnected consistent with the standard terms and conditions of service applicable to XYZ's Subscribers and (iii) XYZ's employees, public officials, and public buildings, including schools and any party to whom the System offers the Service with no intention of charging or receiving payment (such as VIPs, etc.) which are not charged for the Service or Service package) provided that the total number of Gratis Account Subscribers will not at any one point in time, exceed 300.</p> <p>7.4 Upon notice to the Programmer, XYZ shall be permitted to provide a Service or the Services free, or effectively free, of charge up to one (1) month per calendar year on a cumulative basis to</p>

		any new potential Service Subscriber for the purpose of enticing such subscription and no fees shall be due for such limited Service Subscriber(s) during the free preview period; provided that the License Fee shall continue to be payable to the Programmer for other Service Subscribers.
8.	Payments	Affiliate shall pay License Fees due to Programmer within forty five (45) days following the end of the relevant calendar month (the "Due Date"). The Parties hereby agree that, effective from the Execution Date the payment timelines stand revised to sixty (60) days). License Fees shall be payable to the designated bank account, details of which are stated hereinafter:
9.	Avails	At XYZ's election during the Term, the Parties shall discuss in good faith the terms and conditions in connection with the availability of commercial advertising time for Affiliate in the schedule of each Service.
10.	Reports and Audit	<p>10.1 Within forty five (45) days after the end of each calendar month, Affiliate shall furnish Programmer a statement (the "License Fee Statement"), which is consistent with what Affiliate provides other comparable programming services, concurrently with payment of the License Fees in respect of such Service Subscribers, calculated pursuant to this Section 10.1. The Parties hereby agree that, effective from the Execution Date the reporting timelines stand revised to sixty (60) days). The License Fee Statement should, specify, consistent with current reporting practice:</p> <ul style="list-style-type: none"> (a) a-la-carte rate(s) of the Service. (b) rate of package(s) comprising of the Service. (c) number of Service Subscribers who have subscribed to the Service on a-la-carte basis at the beginning and end of relevant month. (d) number of Service Subscribers who have subscribed to the Service as part of a package at the beginning and end of relevant month. (e) License Fees payable for the relevant month. <p>10.2 Audit. At Programmer's written request, Affiliate shall permit Programmer's independent third-party auditors to review no more than once each calendar year during the Term and no more than once during the one (1) year period after completion of the Term, such records as required for the sole purpose of verifying the License Fee Statements provided by XYZ under this Agreement upon at least 30-days advance written notice and during normal business hours in XYZ's offices, or, if requested by either party, virtually or otherwise remotely, such review shall be conducted in such manner as not to interfere with Affiliate's normal business activities and the auditors shall conclude their on-site review/virtual review of the documents (if conducted remotely by the auditors) within fifteen (15) business days of the commencement of such audit (i.e., after the auditors first are granted access to the audited materials). The audit provided for under this section will be conducted by a national certified public accounting firm or mutually agreed cable audit firm which shall enter into and be subject to an appropriate confidentiality agreement with the Programmer. Programmer shall, within six (6) months of the completion of Programmer's on-site review/virtual review (if conducted remotely), inform Affiliate in writing of any claim resulting therefrom (including a true copy of any third-party audit), and, except for the claims Competitor 2 TV forth in such notice, all License Fee Statements rendered by Affiliate with respect to the period covered by such audit shall be conclusive and binding on the Parties and not subject to further audit. Such review shall be at Programmer's sole cost and expense, unless such review reveals an underpayment of more than five percent (5%) of License Fees due, in which case, Affiliate shall reimburse Programmer the reasonable out-of-pocket cost of such audit (but not to exceed the amount of such underpayment) and shall promptly make payment of any fees due and owing, provided Affiliate does not have a bona fide dispute with the audit findings. Programmer shall not have the right to examine or inquire into any matters or items which are embraced by or contained in any such License Fee Statement after the expiration of twelve (12) months from the date of mailing of such License Fee Statement, and such License Fee Statement shall be final and conclusive upon Programmer upon the expiration of such twelve (12) month period notwithstanding that the matters or items embraced by or contained therein may later be contained or referred to in a cumulative statement pertaining to more than one accounting period. Such cumulative statement shall not be subject to audit by Programmer to the extent the material contained therein was first reflected on a License Fee Statement submitted more than twelve (12) months prior to the date of mailing of such cumulative statement. Programmer shall be forever barred from maintaining or instituting any action or proceeding based upon, or in any way relating to, any matters that are embraced by or reflected on any License Fee Statement rendered under this Agreement, or the accuracy of any item appearing therein, unless written objection thereto shall have been delivered by Programmer to Affiliate within twelve (12) months after the date of mailing of the License Fee Statement on which such transaction or items was first reflected and unless such action or proceeding is commenced within twelve (12) months after delivery of such written objection. Programmer shall not have the right to commence a new audit until all prior audits have been closed (i.e., after such closure is confirmed in writing by Programmer) and the results (including a copy of the applicable audit report) have been presented to Affiliate.</p>

11.	Packaging	<p>As on Execution Date, XYZ confirms that the Service(s) are offered on an a-la-carte basis and as part of the existing South Asian Package on the Hi-Tech Distribution System. XYZ hereby confirms that during the Term, XYZ shall continue to offer the Service(s) on an a-la-carte basis and as part of the current South Asian Package.</p> <p>XYZ agrees to undertake commercially reasonable efforts at all times to treat the Service(s) on a fair, reasonable and non-discriminatory basis inter-alia while pricing, positioning and packaging the Service(s) vis-à-vis services of same language and genre (e.g.:Competitor1 TV, Sony etc.)..</p> <p>XYZ shall always through out the Term include GEC1 Service in any package of programming services launched after the Execution Date that includes:</p> <ul style="list-style-type: none"> ▪ Both Competitor1 TV and COMPETITOR2 TV, if XYZ carries both Competitor1 TV and COMPETITOR2 TV; or ▪ Either Competitor1 TV or COMPETITOR2 TV, if XYZ only carries one of such channel and also includes other service/s. <p>For the sake of clarification, XYZ will not be required to carry the GEC1 Service in any package of programming services that includes only channels owned by either Competitor 2 or Competitor1 respectively.</p> <p>However, effective from the Execution Date and for the remaining period of the Term, if XYZ needs any packaging flexibility then the Parties shall in good faith mutually discuss and agree upon the terms thereof.</p> <p>The Parties will discuss in good faith any packaging commitments to be applied to the OTT Distribution System upon the election by XYZ to exercise OTT rights pursuant to Section 3(c)(ii) hereof.</p>
12.	Most Favored Nations	<p>12.1 Economic MFN. If the Programmer has granted, grants or otherwise provides following the Effective Date and anytime during the Term to any Other Distributor(s) (save and except MVPD2 Corporate Services Group Inc. ("MVPD2"), which MFN is applicable from April 1, 2020), with a net effective rate per Service Subscriber that is lower than what has been has been Competitor2 TV out in Section 7 of this Agreement or any economic term that is/are more favorable than those provided to XYZ herein ("Favored Fees"), commencing on the effectiveness of such Favored Fees and continuing for the remainder of the Term during which such Favored Fees are provided to the Other Distributor, the Programmer shall promptly offer XYZ such Favored Fees with respect to the Service. The Programmer hereby confirms that w.r.t MVPD2 the Favored Fees is effective from 1st April, 2020 since the agreement with MVPD2 was renewed by the Programmer effective 1st April, 2020 wherein a net effective rate per Service Subscriber as Competitor2 TV out in Section 7 of this Agreement was applied to MVPD2.</p> <p>12.2 Other MFN. Following the Execution Date and during the Term, Programmer further agrees that following terms of this Agreement shall be no less favorable to Affiliate than such terms that are provided to any Other Distributor, with respect to the Service(s): Service description, avails, audit rights, New Distribution Method, HD programming, VOD Rights, delivery methods, signal transmission rights and/or restrictions, alterations and/or modifications to the Service, Start Over and Look Back rights, Authentication Rights, ad skipping restrictions, content commitments, repurposing/migration of content, free previews/promotions, rights to use Programmer Marks, subdistribution rights, , packaging of the Service, cloud based DVR, recording, other / additional programming for the Service, holdback, marketing and marketing materials, enhanced content (collectively, as "More Favorable Non-Economic Terms"). For the avoidance of doubt, Programmer's failure to enforce contractual provisions or rights with the intention or effect of providing more favorable terms to any Other Distributor, or its acquisition of rights for the benefit of an Other Distributor (but not for Affiliate) shall constitute the provision of more favorable terms to an Other Distributor.</p> <p>The Programmer hereby agrees that, effective from the Execution Date, if any additional non-economic term in relation to the Service (i.e in addition to the More Favorable Non-Economics Terms listed above in clause 12.2) is offered by the Programmer to any Other Distributor within the Territory then Programmer shall have no later than thirty (30) days from the respective date that Programmer grants any additional non-economic term to Other Distributor then the Programmer agrees to notify Affiliate in writing. For avoidance of doubt any More Favorable Non-Economic Term as offered by the Programmer to any Other Distributor shall be offered to the Affiliate without the Programmer making any distinctions/ exclusions based on nature of platform being operated by such Other Distributor.</p>

		<p>If Programmer provides or has provided to any Other Distributor any More Favorable Provisions, then Programmer shall no later than thirty (30) days from the respective date that Programmer grants More Favorable Provisions to Other Distributor then the Programmer agrees to notify Affiliate in writing pursuant to Section 17(f), of such More Favorable Provisions and Affiliate shall be immediately entitled to incorporate such More Favorable Provision(s) into this Agreement effective as of the first day on which Programmer first permits or makes the offer to such Other Distributor of the rights to enjoy such More Favorable Provision(s). For purposes of the preceding sentence, if the MFN under consideration relates to anything other than economic terms, then Affiliate shall be required to agree to comply with the applicable Operational Terms, if any. "Operational Terms" means those terms that relate solely to those Non-Economic Terms of usage for the technological implementation of any specific MFN which Parties shall in good faith mutually agree. For avoidance of doubt if any More Favorable Non-Economic Term as offered by the Programmer to any Other Distributor is bundled with any additional amount/fee/economic benefit payable by the Other Distributor to the Programmer for grant of such Non-Economic Term then the same will be offered by the Programmer to the Affiliate in accordance with the terms provided to the Other Distributor.</p> <p>12.3 The preceding MFN obligations of the Programmer under clause 12.1 and 12.2 will not be applicable to any agreement (existing or future) for the distribution of the GEC1 and MusicChannel1 in the Territory executed with MVPD1 Network LLC.</p> <p>Further, preceding MFN obligations of the Programmer under clause 12.2 will not be applicable to any agreement for the distribution of the GEC1 Channel in the Territory executed either by Viacom Media Networks (VMN) and/ or the Programmer with the platforms viz: RCN Telecom Services, LLC; and MVPD2 and / or their affiliates respectively (for clarity, as VMN previously served as Programmer's agent for distribution of GEC1 in the Territory) including but not limited to any assignment, extension or renewal thereof on existing terms during the Term.</p> <p>12.4 Subject to clause 12.3 above, Effective from the Execution Date for More Favorable Non-Economics and effective from Effective Date for Favored Fees (save and except MVPD2 which shall be effective from 1st April, 2020), and Upon XYZ's written request, which request is limited to once per year during the Term, the Programmer shall provide the XYZ with a written certification signed by an officer of the Programmer certifying Programmer's compliance with the MFN obligations Competitor2 TV forth in this Section 12.</p>
13.	Governing Law and Dispute Resolution	<p>This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties hereby agree that the jurisdiction of, or the venue of, any action brought by either Party shall be in a state or federal district court sitting in New York, New York and both Parties hereby agree to waive any right to contest such jurisdiction and venue. The Parties further agree that they are waiving the right to a trial by jury, to participate in a class action, or to seek remedies beyond the extent necessary to provide individualized relief to, and affecting only, Affiliate or Programmer, as applicable. The Parties agree not to act as a plaintiff or class member in any purported or de facto class or representative proceeding, or as a private attorney general or on behalf of the general public.</p>
14.	Confidentiality	<p>The Parties agree that they and their respective Affiliated Companies their respective officers, directors, employees, agents, attorneys, and advisors in their capacity as such, (as applicable, each Party's "Representative(s)") have maintained and shall maintain, in confidence, the terms and provisions of this Agreement, any negotiations in connection therewith or any potential renewal thereof, as well as any other confidential and/or proprietary information including, without limitation, all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other Party's Representatives or files or any proprietary or subscriber information provided by one Party to the other party (the "Confidential Information"), and that the Parties and their Representative have not and shall not reveal the same to any person who is not a Representative of such Party or the other Party. In the event Confidential Information is requested by a third party pursuant to a discovery request, subpoena or other such request or device, the Party to whom such request is directed shall notify the other Party in writing in order to afford that Party an opportunity to object. Notwithstanding the above, Confidential Information may be disclosed in the following circumstances: (a) at the written direction of the other Party; (b) to the extent necessary to comply with the Law or the order of a court of competent jurisdiction or to enforce its rights under this Agreement as part of legal proceedings, in which event the disclosing Party shall so notify the other Party in writing as promptly as practicable (and, in any event, prior to making any disclosure) and shall cooperate with the other Party in the event that such Party seeks to limit the scope of such disclosure and/or to make such disclosure subject to a protective order or similar device; <u>provided</u> that in all events the disclosing Party shall seek confidential treatment of such information (including by redacting any such information to the greatest extent possible); (c) as part of its normal reporting or review</p>

		<p>procedure to its parent company, its auditors and its attorneys, in each case, in their capacity as such, on a need-to-know basis and subject to an agreement between such Party and the applicable person containing confidentiality restrictions at least as restrictive as provided under this section; (e) to potential investors, insurers, financing entities in each case, in their capacity as such, on a need-to-know basis and subject to an agreement between such Party and the applicable person containing confidentiality restrictions at least as restrictive as provided under this section; or (f) if at the time of disclosure the Confidential Information is in the public domain through no fault of the disclosing Party. Neither Party shall issue (directly or through any of its Affiliated Companies) a press release or other statement(s) with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party which shall not be unreasonably withheld or delayed (e.g., any messaging that solicits Service Subscribers to call, email or otherwise contact Affiliate or Affiliate's employees or interfere with Affiliate's business operations).</p>
15.	Representations and Warranties	<p>15.1 Each party represents and warrants that (i) it is a company duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (ii) it has the requisite power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) it is under no contractual or other legal obligation which will in any way interfere with its full, prompt and complete performance hereunder; (iv) the individual executing this Agreement has the authority to do so; (v) it shall not knowingly use the rights granted to it hereunder for any unlawful purpose; and (vi) it is and will remain in compliance with all federal, state, and local laws, rules and regulations, to the extent applicable to the party.</p> <p>15.2 Programmer further represents and warrants that:</p> <p>(a) it has secured and shall maintain in full force during the Term hereof, free and clear of any and all liens, claims, or encumbrances, all rights necessary (a) for Affiliate to use and enjoy the rights purported to be granted to it under this Agreement, including in connection with its rights to distribute, or distribution of the Services; (b) obtaining all necessary trademarks, copyrights, clearances, licenses and any and all other proprietary intellectual property and other use rights required in connection with, and for Affiliate's distribution, marketing, and promotion of, any Services in all manners contemplated hereby (including the Programmer Property), the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any content, program or any variations thereof, contained in the Service and any such marketing /promotional usage for the Programmer property and other materials mentioned herein-above shall be subject to rights availability with the Programmer and in accordance with the terms of this Agreement), and (c) to perform its obligations under this Agreement.</p> <p>(b) it has and throughout the Term will have a "through-to-the-viewer" license (as such term is commonly understood in the entertainment industry) from the applicable music performing rights societies and organizations (e.g., ASCAP, BMI and SESAC), in respect of all public performance rights for musical compositions contained in the Service and any content therein provided by Programmer to XYZ under this Agreement.</p>
16.	Termination	<p>Without limiting any other rights or remedies available to the applicable Party under this Agreement, in equity, at law or otherwise, this Agreement may be terminated:</p> <p>(a) by either Party (the "Affected Party"), in its discretion, at any time after any of the following occurrences by the other Party (the "Other Party"): </p> <p>i. any breach of any representation or warranty or material breach of any covenant made herein or the failure by the Other Party, its permitted successors or assigns to perform any material obligation under this Agreement which is not cured within thirty (30) days after receipt of written notice thereof from the Affected Party or as to which reasonable steps to cure have not been commenced within such period;</p> <p>ii. the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy or insolvency Law; the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, if the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof; in all cases, except as prohibited by the Intellectual Property Bankruptcy Protection Act; or</p> <p>iii. Effective from the Execution Date, If Affiliate discontinues operation of the System within the Territory or if Programmer discontinues distribution of any Service within the Territory, the Agreement shall terminate, provided that if the Programmer discontinues a Service, this Agreement shall only terminate with respect to such discontinued Service. Neither Party shall have any liability to the Other Party for the discontinuance of all or</p>

		<p>part of the System, in the case of Affiliate as the terminating party, or the Services, in the case of Programmer as the terminating party; <u>provided</u> that (i) such discontinuance is not in connection with, and does not arise from, Affiliate's or Programmer's, as applicable, breach of this Agreement; and (ii) in the case of Affiliate as the terminating party, Affiliate does not continue the System in the applicable geographic area(s) as to any other ad-supported international language cable/IPTV network; and (iii) in the case of Programmer as the terminating party, Programmer does not provide any Service to any Other Distributor within the Territory. Further, effective from the Execution Date this Agreement may be terminated by Affiliate in whole or in part upon ninety (90) days' prior written notice to Programmer if Affiliate terminates distribution of all South Asian programming including but not limited to services or service content of any other programmers on a System within the Territory.</p>
17.	Miscellaneous	<p>(a) <u>Withdrawal.</u> If the Programmer receives a bona fide legal objection/notice that the Programmer does not hold the necessary rights to make available one or more programming content included in one or more Service in the Territory, then the Programmer shall provide written notice of immediate withdrawal of such content to XYZ and shall also provide the replacement programming content in lieu of such withdrawn content; provided, however, that the Programmer shall similarly withdraw such content from all Other Distributors of the Service(s) in the Territory.</p> <p>(b) <u>Indemnity.</u> Each Party hereto shall indemnify and hold harmless the other Party and its Affiliated Companies and the respective directors, officers, employees, agents and assigns of such Party and Affiliated Company from and against any and all third-party claims, liabilities, losses, damages, costs and expenses including without limitation reasonable external counsel's fees, which may directly or indirectly arise from or relate to any breach by that Party of any representation, warranties, obligation or undertaking made by it under this Agreement.</p> <p>(c) <u>Anti-bribery</u> Each party shall comply with applicable stipulations of the US Foreign Corrupt Practices Act of 1977 (as amended).</p> <p>(d) <u>Limitation of liability.</u> Notwithstanding anything to the contrary, neither Party shall be liable to the other in contract, tort or otherwise, whatever the cause thereof, for any loss of use, data, profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with this Agreement.</p> <p>(e) <u>Survival.</u> Save as provided herein, those provisions of this Agreement that are explicitly, or by their nature, intended to survive termination or expiry of this Agreement (including XYZs obligation to make payment until such date of termination) shall survive termination or expiry of this Agreement.</p> <p>(f) <u>Notices.</u> All notices should be sent to address first mentioned above. Any notice shall be deemed to have been received: (i) if delivered personally, upon delivery; (ii) if posted by courier, three (3) days after the time of posting; and (iii) if sent by email; upon confirmation or successful transmission. Additionally, Parties will comply the following stipulations regarding notices. In case of the Programmer, copy of the notice must also be sent via email to XXX with a copy to <u>YYY</u>. In case of XYZ, copy of the notice must also be sent via email to ZZZ.</p> <p>(g) <u>Assignment.</u> The rights and obligations of either party under this Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; except (a) to any person or entity directly or indirectly controlling, controlled by or under common control with such party; or (b) to a successor entity to such party's business through merger, combination, acquisition of equity or as Competitor 2 TVs, or other transaction. In the case of an aforesaid assignment, such assignee must in writing agree to accept and abide by all of the terms and conditions of this Agreement. This Agreement, including both its obligations and benefits, shall pass to, and be binding on, the respective assignees, transferees and successors of each of the parties. Any purported assignment of this Agreement without the requisite consent shall be a material breach of this Agreement and shall be null and void.</p> <p>(h) <u>Trademarks.</u> XYZ acknowledges that, as between the Parties, the Marks i.e. marks of the Service(s) any other trademarks, trade names, and service marks and designs, either designated for XYZ's use by the Programmer in writing from time to time or by course of dealing between the Parties ("Programmer Marks") are the exclusive property of the Programmer and that XYZ has not and will not acquire any proprietary rights thereto by reason of this Agreement. Notwithstanding the foregoing, the Programmer hereby grants</p>

		<p>XYZ a limited right to use the Marks of the Service during the Term of this Agreement consistent with the Programmer's instructions without charge for the sole purpose of promoting the Service and the distribution thereof via the System in routine promotional material such as program guides and program listings, in a manner previously approved by Programmer as already being used by XYZ as on the Effective Date will be deemed approved for all subsequent uses, unless Programmer specifically notifies XYZ to the contrary .</p> <p>The Programmer acknowledges that, as between the Parties, any XYZ Marks are the exclusive property of XYZ, and the Programmer has not and will not acquire any proprietary rights thereto by reason of this Agreement. Programmer shall submit to XYZ for prior approval Programmer's promotional materials using a XYZ Mark (other than materials provided by XYZ to Programmer) such approval not to be unreasonably withheld or delayed; provided that if XYZ does not notify Programmer within 72 hours of receipt of any given Programmer promotional material, it shall be deemed withheld by XYZ.</p> <p>(i) <u>Waiver.</u> No waiver by any Party of any breach by the other of any of the provisions of this Agreement. shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly Competitor2 TV forth in writing.</p> <p>(j) <u>Entire Understanding.</u> This Agreement constitutes the commercial understanding between the Parties with respect to the subject matter contained herein and supersedes all earlier agreements executed between the Parties including but not limited to the Affiliation Agreement dated January 1, 2009 and constitute binding agreements between the Parties.</p> <p>(k) <u>Relationship between Parties.</u> The relationship between XYZ and the Programmer is on 'Principal to Principal' basis. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, agency or joint venture between the Parties.</p> <p>(l) <u>Force Majeure.</u> Notwithstanding any other provision in this Agreement, neither Programmer nor Affiliate shall have any liability to the other with respect to any failure by such Party to perform its obligations under this Agreement if such failure (a) is a failure or degradation in performance of the Delivery Source, the Hi-Tech Distribution System, any scrambling/descrambling equipment, the origination and uplinking center used by Programmer or Affiliate, as may be applicable or any other relevant equipment owned or maintained by the Parties hereto or by others (including Affiliate's automated billing and authorization system), any failure at the origination and uplinking center used by Programmer or Affiliate, or (b) arises from any legal enactment, government regulation, Law, labor dispute, fire, flood, earthquake, pandemic, violent storm, riot, act of God, or any cause beyond the reasonable control of Programmer or Affiliate, as the case may be (a "Force Majeure"), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance; provided, however, that if the affected party determines in its sole discretion that it is commercially or technically unfeasible to cure a Force Majeure with respect to the System and so notifies the other party, then either Party may terminate this Agreement effective upon written notice to the other Party. The Parties hereby agree that effective from the Execution Date, if any Force Majeure causes a cancellation of, or interruption or other disruption to, any Service for a period exceeding twenty-four (24) hours, credit shall be promptly given to Affiliate against the License Fee payable in respect of that portion of any given month(s) in which such Service or Affiliate's distribution thereof, was so canceled, interrupted or otherwise disrupted due to the Force Majeure such that Affiliate shall not have any payment obligation to Programmer for that period of time during which Affiliate was unable to deliver such Service, to all Service Subscribers. The amount of the credit shall be the sum which is equal to the product of (i) the License Fees which would have been due for the affected Service to Programmer for such month absent the Force Majeure multiplied by (ii) a fraction, the numerator of which is the total number of hours of programming affected by a Force Majeure during such month and the denominator of which is the total number of hours that the Service would have been provided in the absence of such Force Majeure for the same month. If such Force Majeure continues for a period of more than thirty (30) days the Non-affected Party may terminate this Agreement with Notice to the Affected Party.</p>
18.	Insurance	<p>Programmer shall at its own expense no later than 60 working days from the execution of this Term Sheet and for the duration of the Term secure and maintain (by itself or through one of its group companies) professional liability insurance, from a recognized insurance carrier and in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate (or equivalent INR) and shall supply to XYZ, a certificate of such insurance no later than 60 days' following the Execution Date and on or before January 31 of each year during the Term. Programmer shall not make any revisions to any such policy that could adversely affect XYZ's rights without XYZ's prior written consent. Each such policy shall (a) provide coverage for all matters arising during the Term and reported within the Term or for a duration of 60 days beyond the end of the Term; and</p>

		(b) name as additional insured XYZ, its parent, and subsidiary companies with all pari-passu proceeds payable to XYZ vis-à-vis Other Distributors and MVPD1 Network LLC.
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<u>AGREED AND ACCEPTED:</u> for ABC US Limited	<u>AGREED AND ACCEPTED:</u> for XYZ Services, Inc
<hr/> Authorized Signatory Name: Designation:	<hr/> Authorized Signatory Name: Designation:

ANNEXURE-A

GEC1:

- GEC1 is 24-hour per day general entertainment channel primarily in Hindi language containing inter-alia fiction shows, non-fiction shows, films and television events etc. targeting viewers from the Indian Sub-Continent.
- Programmer shall provide XYZ with the same channel as the channel currently known as the “GEC1” service in India (including, without limitation, individual programming content included in the “GEC1” service) during prime time hours (i.e., during the hours of 6:30 p.m. and 11 p.m. at time locally in India)(for clarification, the content may be aired on the Service at different times from the times that the content is aired in India).
- Programmer shall ensure that the remainder of the content of the GEC1 Service consists of: (A) other programming content that originates from the “GEC1” service in India and that is adjusted for viewers in the Territory; and (B) programming content (if any) produced in the Territory and/or for audiences in the Territory.
- Programmer shall not be required to include programming for which Programmer does not have the necessary rights, or clearances for exhibition in the Territory and/or does not comply with any applicable FCC regulation or other United States law or regulation.

MusicChannel1 :

- MusicChannel1 is a 24 hour per day programming service primarily in Hindi language consisting of programming content which caters to the South Asian youth audience and contains inter-alia mix of music and non-music programming such as fiction entertainment, reality shows, fashion, style, and television events.
- Programmer shall provide XYZ with the same programming included in "MusicChannel1" programming service outside of India (i.e., the global feed for MusicChannel1) except for i) time shifting of programming for audience in the Territory ii) any programming that does not have rights / clearances for exhibition in the Territory and/or does not comply with any applicable FCC regulation or other United States law or regulation.