

REFERENCE INTERCONNECT OFFER

CARRIAGE AGREEMENT

This Carriage Agreement ("Agreement") is executed on this ____ day of _____, 2017, by and between:

DL GTPL Cabnet Pvt Ltd, a company incorporated under the Companies Act, 1956, having its having its mailing address at "D.L.House", 417 to 431, Intecity Complex, Puna Kumbhariya Road, Surat-395010, Gujarat [hereinafter referred to as "**DLGTPL**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its holding company, affiliates, joint ventures, successors and assigns];

AND

_____, having its registered office at _____

Status: Company ☐

Partnership Firm ☐

Proprietorship Firm ☐

Authorized Signatory (Mr. / Ms.): _____, Correspondence Address: _____

PAN No.: _____, Service Tax Reg. No.: _____

[hereinafter referred to as "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include the heirs, executors and administrators in the case of a sole proprietorship; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company.

DLGTPL and Broadcaster may hereinafter individually and collectively be referred to as "**Party**" and "**Parties**", respectively.

WHEREAS:

- A. DLGTPL is a Multi – System Operator and is authorized to retransmit signals of television channels through the Cable Television Networks of DLGTPL in the Area(s).
- B. Broadcaster wishes to negotiate and execute agreements with DLGTPL for carriage of the Channels on the Cable Television Network(s) of such Multi-System Operator is desirous to ensure re-transmission of the channel/s ("**Channel(s)**") on the Cable Television Networks of DLGTPL through their addressable system, and DLGTPL is willing to carry the Channel(s) on the Cable Television Networks of DLGTPL, subject to the terms and conditions provided herein.
- C. The Broadcaster has requested DLGTPL for carriage of the Channel(s)/Bouquet(s), as the case maybe, on DLGTPL's Cable Television Networks (as defined below) vide its Letter No. _____ dated _____ along with an application in the prescribed format for requesting access to DLGTPL's platform for re-transmission and re-distribution of the Channel(s)/ Bouquet(s), as the case maybe, in the Areas (as defined below).

For **DLGTPL**

For **Broadcaster**

- D. Subject to the availability of channel carrying capacity on DLGTPL's Cable Television Networks, DLGTPL has offered vide its Letter No. _____ dated _____ to re-transmit and re-distribute the Channel(s)/ Bouquet(s), as the case maybe, in the Areas and the Broadcaster has agreed to such carriage, re-transmission and redistribution of the Channel(s)/ Bouquet(s), as the case maybe, by DLGTPL in the Areas subject to signing, and in accordance with the terms and conditions of this Agreement.

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

1. DEFINITION:

In this Agreement, unless the context otherwise requires, the following defined expressions shall have such respective meaning as has been assigned to them hereunder.

- (a) **"Addressable system"** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;
- (b) **"Applicable Laws"** means law, regulation, direction, notification or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the Telecom Regulatory Authority of India ("TRAI") and the Ministry of Information & Broadcasting, Government of India ("MIB").
- (c) **"Area(s)"** means such areas within the Territory, as are specified in **Annexure A**, in which the Cable Television Networks of DLGTPL provide signals of channels to their subscribers.
- (d) **"Average active subscriber base"** means the number arrived by averaging the active subscriber base count in the manner specified in the Schedule VII of the Regulation.
- (e) **"Broadcaster(s)"** means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services; and identified in **Annexure B** attached hereto, which is/are the owner(s) and operator(s) of their Channel(s).
- (f) **"Cable Service"** means the transmission of programmes including retransmission of signals of television channels through cables;

- (g) **“Cable Television Network”** or **“cable TV 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 multiple subscribers;
- (h) **“Channel(s)”** means the satellite television channel(s) of the Broadcasters, as are detailed in **Annexure B**.
- (i) **“Carriage Fee”** means the fee payable by Broadcaster to DLGTPL, only for the purpose of carrying the Channel(s) through DLGTPL’s Cable Television Networks, without specifying the placement of such channels onto a specific position in the electronic programme guide or, seeking assignment of a particular number to such channels;
- (j) **“Multi-system operator”** or **“MSO”** means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;
- (k) **“Reference interconnection offer”** or **“RIO”** means a document published by a service provider specifying terms and conditions on which the other service provider may seek interconnection with such service provider;
- (l) **“Set top box”** or **“STB”** means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;
- (m) **“Subscriber”** means a person who receives broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber;
- (n) **“Territory”** means DAS Phase I, II, III and/or IV areas (as applicable) as notified by the Central Government.

2. INTERPRETATION:

In the interpretation of this Agreement, unless the context requires otherwise:

- (a) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (b) The references to Annexure are references respectively to the annexure to this Agreement.

- (c) The reference to the singular includes reference to plural and vice versa.
- (d) The reference to any gender includes a reference to all other genders.
- (e) The term “including” shall mean “including without limitation”.
- (f) In addition to the defined terms in Clause 1 of this Agreement, there are other defined terms in the body of this Agreement which shall have such respective meaning as have been assigned to them in the body of this Agreement.

3. CARRIAGE:

- (a) By and under this reference interconnect offer, the Broadcaster hereby requests DLGTPL to carry the Channel(s) and pursuant to the said request, the Company has agreed to carry the Channels of the Broadcaster on 24x7 basis and without any disruption and interruption, on a best effort basis, for the sole purpose of re-transmitting and re-distributing the Channel/s in the Areas through DLGTPL's Cable Television Networks on its addressable system.
- (b) DLGTPL hereby agrees to carry the Channel(s) of the Broadcaster on the Cable Television Networks of DLGTPL subject to, inter alia, technical and commercial parameters set out herein after in **Annexures C and D** respectively of this Agreement.
- (c) It is hereby clarified that DLGTPL agrees to carry only those Channel(s) of the Broadcaster on the Cable Television Networks of DLGTPL, which are specified in Annexure B to this Agreement.
- (d) It is further clarified that if any Pay Channel of the Broadcaster listed as such in Annexure B to this Agreement, is converted into a Free-to-Air channel subsequent to this Agreement, or any Free-to-Air channel listed as such in Annexure B to this Agreement, is converted into a Pay Channel subsequent to this Agreement, the Broadcaster shall have to reapply for carriage of their Channel(s) under fresh terms and conditions and will be considered based on the waiting list at the time.
- (e) The Carriage Fee amount, for each month or part thereof, during the term of this Agreement shall be calculated as per the sub-regulation (1) of the regulation 8 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (“Regulation”), in accordance with Schedule I read with Schedule VII set out therein and provided in **Annexure D** hereto.
- (f) As required under the Regulation, the conditions relating to, including but not limited to, target market, rate of carriage fee per month, average active subscriber base of standard definition set top boxes and high definition set top boxes at the time of publication of this RIO, discounts, if any, offered on the rate of carriage fee, manner of calculation of Carriage Fee payable to DLGTPL and other necessary conditions shall form part of this Agreement.

4. CARRIAGE FEES & PAYMENT TERMS:

- (a) During the Term, in consideration of DLGTPL carrying, retransmitting and redistributing the Channel/s in the Areas through its Cable Television Networks, the Broadcaster shall pay the Carriage Fee for each channel per subscriber per month as shall be computed as set forth in the **Annexure D** hereto, which shall be payable on or before the fifteenth day of receipt of invoice for the respective month ("Due Date").
- (b) In addition, the Broadcaster shall be liable for the payment of all applicable taxes, cesses, etc. including service tax, as may be applicable on the Carriage Fee payable by the Broadcaster to DLGTPL.
- (c) DLGTPL shall raise invoice on Broadcaster towards the Carriage Fee (along with applicable taxes) every month.
- (d) Payment of any Carriage Fee to DLGTPL shall be made by Broadcaster either by (i) Demand Draft in favour of 'DLGTPL Hathway Limited', payable at its registered office or any other place that may be specified by DLGTPL in writing from time to time; or (ii) electronic wire transfer into DLGTPL's Bank Account, accompanied by documentary evidence certified by the Broadcaster's bank that the payment has been transferred to DLGTPL's bank account, post deduction of applicable withholding taxes, certification of which shall be provided by Broadcaster to DLGTPL as per the timeline specified under the Indian Income Tax laws.
- (e) In the event of failure or neglect by the Broadcaster in making payment of the Carriage Fee by the Due Date, the Broadcaster shall be liable to pay interest on the delayed payment at the rate 2% over and above of the base rate of interest of the State Bank of India from the date such amounts became due until those are fully and finally paid.

5. TERM, TERMINATION & EFFECT OF TERMINATION:

- (a) This Agreement shall be valid for a period of one year commencing from _____ 2017 and shall remain valid until _____, 2018, unless terminated earlier in accordance with the provisions of this Agreement ("Term").
- (b) **Termination:** Either Party may terminate this Agreement prior to its expiry, subject to Applicable Laws, in the following circumstances:
 - i. In the event of a material breach by either party of their obligations under this Agreement, which has not been cured within fifteen days of being required in writing to do so.

- ii. Non-payment of Carriage Fees by the Broadcaster before the Due Date.
- iii. bankruptcy, insolvency or the appointment of a Receiver or the appointment of a Liquidator over the assets of the Party in liquidation.
- iv. If the Broadcaster's licence to broadcast/ downlinking license is revoked, cancelled, suspended or withdrawn.
- v. If DLGTPL's registration under the Applicable laws is cancelled or revoked or suspended.

In the event of termination of this Agreement by DLGTPL under clause 4 b (i) or 4 b (ii) above, DLGTPL shall be entitled to cease to carry, re-transmit and re-distribute the Channel/s of the Broadcaster and shall be entitled to retain the integrated receiver decoders, CAM Modules, viewing cards/smart cards, remotes of the Channel/s and/or any other equipment used in relation thereto ("Equipment") of the Channel/s until all the outstanding amounts are cleared. Further, DLGTPL shall be entitled to initiate appropriate legal proceedings against the Broadcaster for, inter-alia, recovery of outstanding amounts and any other equitable remedy that may be available to DLGTPL.

It is hereby clarified that the termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination and / or such clause which by its very nature extends or applies to the Parties even after termination.

6. REPRESENTATIONS AND WARRANTIES:

- (a) The Parties hereby represent, undertake and warrant to each other that they have requisite powers and authority to enter into this Agreement and to fully perform its obligations hereunder.
- (b) Broadcaster represents, warrants, declares, undertakes and agrees that:
 - i. Broadcaster is the sole, absolute, exclusive and unencumbered legal owner of the Channel(s), and has exclusive right to market and distribute the Channel(s), detailed in Annexure B.
 - ii. the Broadcaster has valid and subsisting license issued by the Ministry of Information and Broadcasting and has Intellectual Property Rights including Copyrights, contained in the programme content of the Channel/s.
 - iii. that the exercise of rights accruing through the Channel(s) being re-transmitted through DLGTPL's Cable Television Network, shall not in any way constitute any infringement of the

intellectual property rights, copyright, trademark, moral right or other proprietary right or interest or any other rights of any third party, nor shall it be defamatory, in contempt or breach of any provision of the statute, or Programme Code and/or Advertising Code (provided under The Cable Television Network Rules, 1994, as amended from time to time). Broadcaster shall hold DLGTPL indemnified and harmless against all claims, damages, costs and expenses including but not limited to attorney's fees arising out of any breach of the foregoing.

- iv. The programme content for each of the Channel(s) shall correspond and represent the appropriate genre indicated by the Broadcaster, including the language of the Channel(s).
- v. The Broadcaster shall provide its programming schedule at least 15 days in advance for the purpose of insertion in Electronic Programming Guide (EPG).
- vi. The Broadcaster shall provide including but not limited to Professional IRD boxes, Cam Module, Smart Card, Remote and all other equipment at the Broadcaster's cost and related with reception of digital signals at installation premises indicated by DLGTPL. Such equipment shall be compatible to DLGTPL's Digital Addressable System (software and hardware) and shall be of a make/quality approved by DLGTPL.
- vii. The Broadcaster shall not claim adversely to or challenge the intellectual property of DLGTPL, or its authorized agents. The Broadcaster shall not use any material containing any of the intellectual property of DLGTPL nor authorize or permit others to make use of the intellectual property of DLGTPL.
- viii. The Broadcaster shall not transmit any content/message/other material visible to its viewers on the channel or by other means including but not limited to print, electronic and digital modes.

7. ADVERTISING/MARKETING PROMOTION:

a) The Broadcaster shall ensure that DLGTPL is treated similarly to other Distribution Platform Operators in respect of publicity or opportunities for participation in events and promotions that the Broadcaster undertakes for the promotion of channels, subject to and considering commercial agreements for each such event and promotion and the context of each such event and promotion. The Broadcaster shall ensure that DLGTPL is treated similarly, in terms of size and prominence (taking into consideration the context) to other Distribution Platform Operators, in any advertising material published by the Broadcaster. Nevertheless, in promoting the Channels, the Broadcaster shall use only Promotional Material provided or approved by DLGTPL, in the form provided by DLGTPL and only for the purpose of promoting the Channels. The Broadcaster shall make available to DLGTPL such Promotional Materials and

both the Parties may agree to discuss joint marketing efforts and the coordination of marketing and promotion for the Channels and the Distribution System.

b) DLGTPL shall be entitled to use the names and logos of the Channel(s) of the Broadcaster agreed to be carried on the Cable Television Networks of DLGTPL under this Agreement, in any promotional material or marketing activities undertaken by DLGTPL for the promotion of its distribution network including but not limited to channel partners, viewers, investors, statutory authorities and Company reports.

8. MISCELLANEOUS:

(a) **Confidentiality:** The Parties shall keep in strict confidence, any confidential information received by it as regards each other's business affairs, including the terms and conditions of this Agreement ("Confidential Information") and shall not disclose the same to any person, not being party to this Agreement. Each Party shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons to whom the Confidential Information may be disclosed on a need to know basis, to the obligations of such confidentiality. The Confidential Information shall, at all times, remain the exclusive property of the respective Party and a Party shall not acquire any rights in the Confidential Information of the other Party.

(b) **Force Majeure:** Failure on the part of any the Parties to perform any of its obligations, shall not entitle either to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure, the fulfilment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby.

The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. If an Event of Force Majeure which prevents either party from fully and substantially performing its obligations under this Agreement has continued for more than thirty (30) consecutive days, the other party may terminate this Agreement prior to its expiration, by notice in writing to the affected party.

It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure.

Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

- (c) **No Agency:** Neither Party shall be or hold itself out as the agent of the other under this Agreement. This Agreement between Broadcaster and DLGTPL is on principal to principal basis and is terminable in nature.
- (d) **No Waiver:** The failure of DLGTPL to enforce or to exercise any terms or right pursuant to this Agreement, at any time during the Term, shall not be construed as a waiver of any such term or right and shall in no way affect DLGTPL's right to enforce or exercise it later. No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of DLGTPL.
- (e) **Assignment:** Notwithstanding anything contained in this Agreement, Broadcaster shall not have the right, without the prior written consent of DLGTPL, to assign or transfer this Agreement or any of its rights or obligations under this Agreement to any third party. However, DLGTPL shall be entitled to assign or transfer its rights, obligations and duties under this Agreement in whole or in part, without the prior written intimation or consent of the Broadcaster to any of its affiliates, holding company, its subsidiaries and/or its joint ventures.
- (f) **Severability:** If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.
- (g) **Notices:** All notices given hereunder shall be given in writing, by personal delivery, courier, Speed Post or Registered Post A.D., at the correspondence address of DLGTPL and Broadcaster set forth in this Agreement, unless either party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address.
- (h) **Governing Law & Dispute Resolution:** The rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the laws of India. The Telecom Disputes Settlement and Appellate Tribunal, New Delhi, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of or relating to this Agreement.
- (i) **Legally Binding:** This Agreement has been executed by the Parties hereto of their own free will, without any coercion or undue influence and shall be valid and legally binding on both

parties from the date above written. Both Parties consider this Agreement to be absolutely fair and as being in their respective interest.

(j) **Entire Understanding / Modifications:** This Agreement along with its Schedule and applicable Annexure(s) contains the entire understanding between the Parties with respect

to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of this Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year mentioned hereinabove.

Signed for & On behalf of **DLGTPL Cabnet Pvt. Ltd.**

Sign: _____

Name: _____

Title: _____

Signed for & On behalf of **Broadcaster**

Sign: _____

Name: _____

Title: _____

Annexure A

Target Markets

DRAFT WEBSITE VERSION - NOT FOR EXECUTION

DRAFT WEBSITE VERSION - NOT FOR EXECUTION

Annexure B

Broadcaster(s) and Channels

Sr.no	Broadcaster(s) Name	Channel Name

DRAFT WEBSITE VERSION - NOT FOR EXECUTION

Annexure C
TECHNICAL PARAMETERS

Sr. No.	Description	Details
1	Professional IRD/CAM (Hardware and Software compatible with DLGTPL Digital Headend)	
2	Output Type	DIGITAL
3	Downlinking Parameters	

BROADCASTER DETAILS

Sr. No.	Description
1	Certificate of Incorporation, AOA and MOA – Certified by the Company Secretary / Director
2	Certified Copy of Licence issued by Ministry of Information and Broadcasting
3	Certified copy of PAN Card
4	Certified copy of Service Tax / Goods & Service Tax (GST)
5	Certified copy of TAN No.
6	Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the company
7	Copy of the Authorised Signatory's Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory
8	Copy of the Authorised Signatory's Aadhar Card for address verification attested by the authorized signatory
9	Photograph of the signatory

Annexure D

CARRIAGE FEE COMPUTATION for SD Channels

If Average Active Subs Base	Carriage fee (in %)	DLGTPL Offer Rate (in Rupee)	Carriage fee SD in Rupee (Target Markets Active Subscriber Base X Carriage Rate)
<5%	100%	0.2	0.20
5% < 10%	75%	0.2	0.15
10% < 15%	50%	0.2	0.10
15% < 20%	25%	0.2	0.05
>=20%	0%	0.2	0.00

CARRIAGE FEE COMPUTATION for HD Channels

If Average Active Subs Base	Carriage fee (in %)	DLGTPL Offer Rate (in Rupee)	Carriage fee HD in Rupee (Target Markets Active HD Subscriber Base X Carriage Rate)
<5%	100%	0.4	0.40
5% < 10%	75%	0.4	0.30
10% < 15%	50%	0.4	0.20
15% < 20%	25%	0.4	0.10
>=20%	0%	0.4	0.00

Contact details of the designated person/s designated for receiving interconnect requests from Broadcasters and grievance redressal thereof:

1. Name : Mr. Naresh Vaghela
2. Telephone numbers: (0261) 6135000 (Ext.-34)
3. E-mail address: nareshvaghela@dlgtpl.com