

CUSTOMER CODE :

AGREEMENT NUMBER :

SCHEME NUMBER :

NUMBER OF IRD/S : NUMBER OF VIEWING CARD/S:

PERIOD OF AGREEMENT: FROM TO

This Agreement along with its Schedules and Annexures is executed on this ____ day of _____ 201__ by and between:

M/s. Eenadu Television Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at # 1-10-76, Fair Field, Begumpet, Hyderabad – 500 016, Telangana State and corporate office at Ramoji Film City, Hayathnagar Mandal, Ranga Reddy District 501 512 represented by its Authorised Signatory hereinafter referred to as **“Broadcaster”** which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

M/s. _____ is a Company/Partnership Firm/Proprietorship Firm having its registered office at _____

and office at _____

_____ (hereinafter referred to as the **“Affiliate”** which expression shall unless repugnant to the context or meaning thereof be deemed to include the successors and permitted assigns) of the **OTHER PART**.

The Broadcaster and the Affiliate are hereinafter individually and collectively referred to as **“Party”** and **“Parties”**, respectively.

WHEREAS:

WHEREAS, the broadcaster owns and operates 07 Satellite Television Channels namely ETV-Telugu, ETV-Plus, ETV-Life, ETV-Cinema, ETV-Abhiruchi, ETV-Andhra Pradesh & ETV-Telangana,

WHEREAS the Broadcaster is engaged in the business of distribution of Television channel(s) and has the exclusive right to market and distribute Television Channels, in particular the Television channels specified in Annexure ‘A’, Item (1) throughout the territory of India and in the territory covered by the transponder leased by them.

BROADCASTER

AFFILIATE

WHEREAS the Affiliate is engaged in the business of distribution of television channels through a cable network, more fully and particularly described in Annexure 'B' hereunder.

WHEREAS the Affiliate is desirous of distribution of television channels of the Broadcaster and has requested the Broadcaster for non-exclusive license to distribute the channels of ETV Network and more fully and particularly described in Annexure 'B' hereunder and the Broadcaster has agreed for the same.

WHEREAS the parties have mutually agreed to execute this Agreement between them to govern the rights and obligations in regard to the subscription and distribution of Television channels, appropriately described in clause 1.1 of Article 1 of this Agreement read in conjunction with Annexure 'A' and 'B', for the Term and in the Area specified herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the Parties agree as follows: -

ARTICLE 1: SCOPE OF SERVICE, AREA SERVED, TERM AND ENTIRE UNDERSTANDING

1.1 SCOPE OF SERVICES

The Parties mutually agree that this Agreement seeking to govern the terms and conditions of rights and obligations between them shall be in respect of the services indicated herein below and as specifically described in Annexure A to this Agreement for the area and for the term indicated in clause 1.2 and 1.3, respectively. Subscription to and distribution of the Television channels whether as an individual channel or as a part of a Bouquet and described in Annexure A to this Agreement through the cable network, directly or indirectly to the subscriber.

For the purpose of ascertaining the scope of services at any point of time, the scope of services as indicated above shall be read with additions /deletions, if any, done through separate addendum agreements/ updation forms executed from time to time and till the date of reckoning.

1.2 AREA (S) SERVED

The parties mutually agree that the services referred in clause 1.1 of this Agreement shall have reference to the area more fully and particularly described in Annexure 'B' hereunder.

1.3 TERM

1.3.1 The Agreement shall come into effect from the ("Effective Date") and shall be valid for a period of 12 months ("Term") unless otherwise terminated prior to the expiry of validity period of 12 months in accordance with the terms and conditions of the Agreement.

1.3.2 Either of the parties may initiate the process of renewal of agreement, two months prior to the expiry of the agreement. Once a party initiates the process of renewal, the agreement shall continue to be in force till such time the agreement is renewed or terminated. The parties shall inform the subscribers through appropriate means of the intention to carry out the negotiations and consequences to the subscribers if negotiations fail to succeed.

1.3.3 If the parties mutually decide to extend the term to continue the Services referred to in clause 1.1 above with or without modification, the Parties may enter into a fresh agreement, in writing on mutually agreed terms and conditions.

1.4 ENTIRE UNDERSTANDING

1.4.1 The Agreement contains the entire understanding between the parties with respect to the subject matter covered, in the manner, it is expected to be understood by the parties and that there is total agreement between the parties as to the manner in which the other party has understood various clauses of this Agreement.

1.4.2 The Parties agree that in addition to the principal terms stated herein, the Schedules and Annexures if any attached hereto form an integral part of the Agreement and shall be deemed to be incorporated herein and failure to comply with any of the terms, conditions, and/or provisions mentioned in any of the Schedules and Annexures hereto, shall constitute breach of the Agreement.

1.5 DEFINITIONS

The words and expressions used in this Agreement shall have meanings as assigned to them in the Schedule to this Agreement unless repugnant to the definition given in Telecommunication (Broadcasting and Cable Services) Interconnection 2004, as amended from time to time.

ARTICLE 2: SUBSCRIPTION RIGHTS

2.1 Subject to due observance by the Parties of the terms and conditions of this Agreement and in consideration of the promise by the Affiliate to make payment of the Subscription Amounts which are due and payable in terms of this Agreement to the Broadcaster, the Broadcaster hereby grants to the Affiliate, for the duration of the Term of this Agreement, a non-exclusive right to avail the services indicated in clause 1.1 of Article 1 comprising in the right to subscribe and to distribute the Subscribed Channels as described in Annexure A to the subscribers in the Area only via the Permitted Distribution System. The Affiliate shall have the right to distribute the viewing of the subscribed Television Channels only to subscribers in the Area, more fully and particularly described in Annexure 'B' and not to any other third party.

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

2.2.1 to commence or continue to provide the Service direct to other Affiliates and to appoint other Affiliates in the Area for the purpose of distributing the Service, subject, however, to the observance of the provisions of applicable law in force.

2.2.2 to discontinue any Channels which form part of the services as Broadcaster Shall deem fit subject to and in compliance with the rules, regulation and orders, if any in this regard.

2.3 It is expressly agreed between the Parties that the Affiliate's right to receive and distribute the Service shall be conditional upon the performance by the Affiliate of all its obligations arising under this Agreement and mere possession of the Integrated Receiver Decoders (IRDs)/ Viewing Cards shall not entitle the Affiliate to receive and/or to distribute the Service.

2.4 The Affiliate shall receive and de-code the Subscribed Channels only through IRDs recommended/approved by the Broadcaster.

ARTICLE 3: COMMERCIAL TERMS AND CONDITIONS OF AGREEMENT

3.1 SUBSCRIPTION FEES:

3.1.1 Subject to the provisions set forth herein in this Agreement, and in consideration of the rights granted by the Broadcaster under this Agreement in terms of clause 2.1 of Article 2, the Affiliate agrees to pay to the Broadcaster the Subscription Amounts as specified in Annexure A for the services indicated in clause 1.1 of Article 1 of this Agreement and within the time limits as indicated in this Agreement.

3.1.2 The Broadcaster shall have the right to vary the Subscription Fees after giving notice of not less than one month to the Affiliate and in compliance with any law/ rule/regulation in force. The Total Subscription Amounts payable by the Affiliate to the Broadcaster shall also vary accordingly.

3.1.3 The subscription amounts payable to the Broadcaster by the Affiliate shall be calculated with reference to the subscription fee indicated in Annexure A in respect of each channel or bouquet of Channels.

3.1.4 The total Subscription fees along with applicable taxes and any other payments statutorily required to be made by the Affiliate to the Broadcaster shall be paid in Advance, on or before the 7th day of each month, as detailed in Annexure 'B' hereunder.

3.1.5 In the event of default in payment of the Subscription Amount, simple interest at the rate of 15 % per annum shall be paid by the Affiliate on the arrears of such Subscription Amounts which may remain unpaid at the end of the 21 days.

3.2 CHARGES FOR EQUIPMENT INCLUDING INTEGRATED RECEIVER DECODER (IRD)

IRD: The Broadcaster shall cause to supply the IRDs, on payment of the charges as may be prescribed by the Broadcaster:

- (a) **Processing Fees:** Immediately upon execution of the Agreement the Affiliate shall pay such sums towards the processing fees ("**Processing Renewal Fees**") more fully described in Annexure 'A' Item (2).

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 AFFILIATE'S RIGHTS

The Affiliate shall have the right to subscribe and distribute the Subscribed Channels conferred through this Agreement and shall be conditional to the Affiliate's performance of all its obligations and on the basis of the representations, warranties and declarations made by the Affiliate to the Broadcaster.

4.2 The Broadcaster shall give to the Affiliate access to the Subscribed Channels, subject to the Affiliate meeting the following mandatory eligibility conditions: -

4.2.1 The Affiliate provides an undertaking that it has all necessary licenses and permits required under the Applicable Law(s) for distributing the Subscribed Channels;

4.2.2 The Affiliate provides an undertaking that it has internal guidelines in place to comply with non-discriminatory access provisions specified by The Telecom Regulatory Authority of India (TRAI) in its Telecommunication (Broadcasting & Cable Services) Interconnection Regulation, 2004 and other relevant regulations and guidelines introduced by TRAI/ Government, from time to time;

4.2.3 The affiliate undertakes that he shall keep all the equipment, cables and other systems in perfect working condition to provide signals to the viewers without any distortion, disturbance, qualitatively at all times.

4.3 BROADCASTER'S RIGHTS

4.3.1 In consideration of the grant of rights in terms of clause 1.1 of Article 1 of this Agreement the Affiliate shall pay to the Broadcaster, the following on the due dates with or without any deduction or set-off:

a) All Subscription Amounts and or all revisions or modifications thereof, due and payable to the Broadcaster shall be paid within the time period and in the manner and mode as may be agreed between the parties and specified in Annexure 'A' and 'B' on the basis of specific invoices raised , whether or not the subscriber/ sub operator has been Invoiced or whether or not the payment is received by the Affiliate from his subscriber / sub operator and irrespective of any discounts or other concessions given by Affiliate to its subscribers or commercial operators.

b) Any other sum payable by the Affiliate to the Broadcaster under the terms of this Agreement.

c) Any other payments statutorily required to be made by the Affiliates to the Broadcaster.

4.3.2 In case the payment is not received by the due dates, a simple interest at the rate of 15% per annum from the date of default will be charged from the Affiliate without prejudice to any other rights of the Broadcaster. For this purpose the due date shall be the twenty first day of the calendar month following the month in which the Services were subscribed.

4.3.3 The Affiliate shall be responsible for payment of all taxes, levies, charges imposed by or under a statute, law, regulations, relating to the Services and payable by the Affiliate as also for collection of such amounts attributable to such taxes, levies, charges imposed by or under a statute, law, regulations, relating to the Services and payable by the Broadcaster and for remitting the same promptly to the Broadcaster with in the respective due dates.

4.3.4 If the Subscription Amount, or any other amounts payable to the Broadcaster as specified in this Agreement is not paid by the Affiliate on due date, the Broadcaster may take all or any of the following actions without prejudice to any other rights but subject to the applicable rules/regulations, if any, issued by the Competent Authority including issuance of prescribed notice stipulated by the Interconnection Regulations.

4.3.4.1 De-authorize the reception of Broadcaster's services by Affiliate, his agents subject to the compliance of the applicable rules / regulations of the Competent Authority.

4.3.4.2 Terminate this Agreement, by giving Notice required under this Agreement and subject to compliance of the Applicable Laws in force.

4.3.4.3 Immediately take back possession of the IRD(s) belonging to the Broadcaster;

4.3.4.4 Charge a simple interest at the rate of 15% from the date such amounts became due until they are fully paid;

4.3.4.5 Intimate all the subscribers of such non-receipt of subscription amounts or other charges and consequences thereof on the subscribers.

4.3.5 Any discounts, special schemes, free periods etc as offered by the Affiliate to its agents or subscribers or sub operators shall be at the cost and responsibility of the Affiliate. No burden of such discounts or other promotional schemes shall be passed on to the Broadcaster.

4.3.6 The Affiliate shall not make his subscribers take other channels or services or fulfill any other commercial consideration as a precondition to receiving the Broadcaster's channels or services.

4.3.7 In the event the Affiliate is required under the Income Tax Act, 1961 to withhold or deduct tax or other duties or levies that are required by law to be made from a payment due under the Agreement (including without limitation, the Subscription Amounts), all of the following conditions shall apply:

a) The Affiliate shall, promptly upon becoming aware that it is required to make any withholding or deduction (or that there is any change in the rate or the basis of a withholding or deduction), notify Broadcaster accordingly;

b) The Affiliate shall deliver to Broadcaster, receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any such withholding or deduction and the Affiliate shall co-operate in completing any requirements necessary to obtain authorization to make that payment without any withholding or deduction.

4.3.8 The Subscription Amounts payable by the Affiliate to the Broadcaster shall be exclusive of all government taxes, levies, cess, including service tax, education cess, etc., save and except the withholding as provided under the Income Tax Act, 1961. The Subscription Amounts shall accordingly be increased to the extent of such government taxes, levies, cess, etc.

4.4 AFFILIATE OBLIGATION ON RECEPTION AND DISTRIBUTION OF SERVICE

4.4.1 The Affiliate shall at its own cost and expense cause the Subscribed Channels as specified in Annexures to be received only from the designated satellite(s) as notified by Broadcaster from time to time, and shall distribute the Subscribed Channels to subscribers via the Permitted Distribution System using the same original audio and visual signals and sound tracks (including any stereo tracks) as provided by the Broadcaster to the Affiliate, in accordance with the restrictions, terms and conditions set forth herein.

4.4.2 The Affiliate shall be responsible, at its sole cost and expense, for obtaining all licenses and permits necessary to carry on its business as contemplated herein;

4.4.3 The Affiliate shall use its best endeavor within all its means and control to maintain a high quality of signal transmission for the Subscribed Channels. The Affiliate further agrees and undertakes that it shall cause continuous distribution of the Subscribed Channels to all its subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever, subject however to such continuous and high quality of service being provided by Broadcaster;

4.4.4 The Affiliate shall ensure that the Permitted Distribution System is maintained on a standard capable of delivering as per Bureau of Indian Standards Act, 1986 ("BIS") specifications broadcast quality signals to subscribers, and that the Subscribed Channels are distributed to subscribers at such broadcast quality level, which in any event should be no less favorable than the quality of signal delivered by the Affiliate to its subscribers for any other channel.

4.4.5 The Affiliate shall comply with all laws and regulations affecting its marketing, sale and distribution of the Subscribed Channels in the Area in connection with its performance under the Agreement including, without limitation, (i) obtaining and maintaining all relevant approvals, consents and registrations and (ii) paying all charges, levies and duties imposed on or charged to it under any law or regulation or by any Government Authority.

4.4.6 Without prejudice to the above general obligations as above, the Affiliate, subject to the terms of this Agreement, shall take the following steps as set out herein under:

- a) The Affiliate shall on receiving the encrypted signals as prescribed by the Broadcaster shall decode the same using an IRD of the Broadcaster,
- b) The Affiliate shall maintain complete records of its subscribers, areas, their viewership details, like addresses, services taken, periods for which they were taken etc.
- c). As and when there is any expansion of business of the Affiliate in terms of area, the Affiliate shall inform the Broadcaster about the areas and subscriber base of such expansion.
- d) The Affiliate will not distribute the services to subscribers out of the area without the prior written permission of the Broadcaster.
- e) The Affiliate may provide the services to the subscribers either by himself or through his sub operators,
- f) The Affiliate shall be responsible for making all payments under this Agreement notwithstanding any default by his sub operators and subscribers.
- g). If there is any concealment of operator or expanded area or subscriber base, the Broadcaster shall add up such concealed subscriber base to the account of the subscriber which shall be paid without demur.
- h) The Affiliate is obliged and shall endeavor in the task of protection of Broadcaster's intellectual property rights, preventing piracy of the Broadcaster's services, disclosing correctly all the information as required by the Broadcaster and operating within the limits of the subscription rights as conferred in terms of this Agreement. The Affiliate shall endeavor in the task of ensuring that the subscribers shall not further distribute the Broadcaster's services to others whether or not for commercial consideration. It is understood that these obligations would comprise of taking all necessary steps promptly within the control of the Affiliate.
- i) The Affiliate acknowledges that by any reason of this Agreement it shall not acquire any proprietary or other rights or interests on the trade names and marks "ETV", "EENADU", or such other trademarks and/or trade names as specified from the Broadcaster from time to time (and the programs/content which appear in the Subscribed channels). The Broadcaster is the sole beneficiary of such trade names and/or marks with respect to the programs included in the Subscribed channels. The Affiliate shall keep fully confidential and shall not publish or disseminate any material/ information which may be disclosed to the Affiliate by Broadcaster and/or its programme suppliers.
- j) The Affiliate undertakes that it shall not either itself, or through others, copy tape, or reproduce any part of the Subscribed channels. The Affiliate undertakes that it shall not copy or tape the programs for resale or deal in any copied programs and shall immediately notify the Broadcaster of any authorized copying, tape or use of any part of the service and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease.

4.4.7 The Affiliate shall take all necessary actions to prevent any unauthorized access to the Subscribed Channels in the Area and shall obtain and provide to Broadcaster regularly updated piracy reports at least once every quarter. The Affiliate shall take appropriate remedial actions to curb piracy in the Area.

4.4.8 The Affiliate undertakes that it shall not either itself, or through others acting on its instructions, copy, and store or otherwise reproduce any part of the Subscribed Channels. The Affiliate further undertakes that it shall not copy or store programmes for resale or deal in any copied programmes and shall immediately notify the Broadcaster of any unauthorized copying, storage or use of any part of the Subscribed Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease.

4.5 MARKETING OBLIGATIONS

4.5.1 In all its marketing efforts including but not limited to on-air and off-air promotion, the Affiliate would provide the Subscribed Channels:

- i) An equivalent amount of marketing support as it provides to channels of the same genre;
- ii) Equal treatment in all its material whereby Channel logos or names appear with the same size and prominence and page as other channels;
- iii) Equal opportunity to participate in events/promotions the Affiliate undertakes.

4.5.2 The Affiliate shall not use the Channel Marks or the Broadcaster's trade names and/or trademarks in any manner that is not expressly provided in the Agreement, unless it has obtained the prior written agreement of Broadcaster. For the removal of doubts, the Affiliate shall not use the Broadcaster's trade names and/or trademarks in a manner that will adversely affect the goodwill and reputation of Broadcaster and its products and services.

4.5.3 The Affiliate acknowledges that Broadcaster shall have the sole discretion to approve the use of Channel Marks by the Affiliate, including with respect to the programmes included in the Subscribed Channels. The Affiliate further agrees that by reason of the Agreement, it shall not acquire any proprietary or other rights or interest in the Channel Marks.

4.6 OBLIGATIONS OF INTELLECTUAL PROPERTY RIGHTS AND RIGHTS PROTECTION

4.6.1 The Affiliate shall use its best efforts to promote an awareness of the Subscribed Channels among its subscribers and potential subscribers.

4.6.2 It is expressly agreed and understood that the Affiliate shall not acquire any intellectual property rights, ownership or other rights, including but not limited to rights relating to any trade marks, service marks or copyrights (whether registered or unregistered), with respect to the Subscribed Channels or Additional Channels except as expressly set forth in the Agreement, nor shall the Affiliate grant to others, the right to use the Subscribed Channels or any other rights in and to the Subscribed Channels except as specifically set forth in the Agreement.

4.6.3 The Affiliate shall not acquire and agrees not to take advantage of any legal possibility to acquire any proprietary or other rights in the trade names and marks to which the Broadcaster or its principals (the owners or the channel providers of the Subscribed Channels) assert proprietary or other rights ("**Channel Marks**") and further agrees not to use the Channel Marks in any corporate or trade name.

4.6.4 The Affiliate agrees that upon discovering or coming to Notice of any actual or impending infringement or unauthorized use by or through the subscribers of the Channel Marks or any other intellectual property rights or ownership rights relating to the Subscribed Channels, the Affiliate shall immediately report to Broadcaster with full details.

4.7 SUBSCRIBER RECORDS, ACCESS & AUDIT RIGHTS

4.7.1 The Affiliate shall keep accurate, complete and up to date records of his franchisee operator, last mile operator and their subscriber details ("Subscriber Records").

4.7.2 In the event an audit or inspection by Broadcaster/ Broadcaster's representative(s) reveals that the Affiliate has under-reported or has misrepresented any item having a bearing on the computation of the amounts payable to Broadcaster, the Affiliate agrees to immediately pay all amounts due based on the actual and true items together with simple interest at the rate of 15% per annum for the periods from the dates when the respective payments should have been made until the actual date or dates of payment. In addition to the above payment, the Affiliate shall also pay all costs and expenses incurred by Broadcaster for such audit/ inspection. This obligation shall survive the termination of the Agreement. If within a period of two weeks from the date of demand by the Broadcaster, the Affiliate fails to pay any amounts found due on the basis of such audit/ inspection, including the cost and expenses of such audit/ inspection, the Broadcaster shall have the right to deactivate/disconnect the Subscribed Channels and/or terminate the Agreement as per the law applicable without prejudice to its right to claim such amount referred to above in addition to any other action that may be deemed appropriate.

4.8 ANTI-PIRACY OBLIGATIONS

4.8 The Affiliate shall, at its own expense, take all necessary steps to prevent and stop unauthorized or illegal use of the Subscribed Channels or signals thereof as described below

4.8.1 The Affiliate represents, warrants and undertakes that the systems, processes and controls in place regarding the distribution of Smart Cards so as to ensure that they are only sold within the Area by the Affiliate or by its authorized dealers and such sales are only made to bona fide subscribers residing in the Area and installations are made at a residential address is adequate and steps taken to ensure adequate systems, processes and controls shall include, without limitation, the Affiliate:

4.8.2 In the event the Affiliate is found to be in breach /violation of the terms and its obligation under this Agreement, the Broadcaster shall be entitled to deactivate/de-authorize the Subscribed Channels after following the procedure laid down in the Regulations/Directions/Orders of the TRAI or any other statutory authority.

4.9 BROADCASTER'S OBLIGATIONS

4.9 Broadcaster will take all necessary approvals and permissions as may be laid down by law.

4.10 It is clearly understood that all the relevant laws of the country, including the rules, notifications and orders issued by the Government under such laws as well as any order, direction or regulation of TRAI or any Regulatory Authority would be binding on both parties and none of the clauses contained herein shall be interpreted in a manner as may be in derogation of the said provisions, notifications, rules, orders, directions and Regulations.

ARTICLE 5: RESTRICTIONS

5.1 The Affiliate shall subject to constraint of factors beyond his control, distribute each Subscribed Channel in its entirety, without interruption, alteration, addition, deletion or editing except as may be required by any Applicable Laws in the Area.

5.2 The Affiliate shall not, without the Broadcaster's prior written consent:

i) Distribute or exhibit or authorize, license or permit the distribution or exhibition of the Subscribed Channels by any such medium or devices, now known, or hereafter devised throughout the Area other than in accordance with the terms of the Agreement. The Affiliate shall not, without Broadcaster's prior written permission, distribute the Subscribed Channels via any distribution system or medium other than the Permitted Distribution System. Further, the Affiliate subject to the applicable law shall not distribute the Subscribed Channels to any Commercial Establishments in the Area unless specifically provided herein.

ii) Copy any of the programmes, data or content included on the Subscribed Channels for the purpose of distributing them later, or for any other reason, except as may be required by any Applicable Laws within the Area provided that the Affiliate promptly notifies the Broadcaster before making any copy;

iii) Cut, edit, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Subscribed Channels except as may be required by any Applicable Laws within the Area;

iv) Except for the services specifically permitted vide clause 1.1 of Article 1 in this Agreement, the Affiliate shall not incorporate any Subscribed Channel or the programmes, data or content therein as part of any Free TV, Interactive TV, Internet Protocol TV (IPTV), Pay Per View (PPV), Video On Demand (VOD) or Near Video On Demand (NVOD) services or On-line Services, or otherwise exhibit or cause the exhibition of any stills, extracts or data from any Subscribed Channel or the programmes therein via the Internet or any other local or area wide computer network or mobile telephone or handheld device;

v) Reformat any Subscribed Channel so that it appears on less than the full screen of a television or add or super-impose any data, crawlers, buttons or other items to any Subscribed Channel;

vi) Super impose or otherwise add any third party or non-Broadcaster advertising, promotions, programmes, data, content, copyright, trademarks, trade names, logos, names and / or licenses on any Subscribed Channel, Channel Mark or Broadcaster Promotional Materials;

vii) Use any copyright, trademarks, trade names, logos, names and / or likenesses, or any part of them, included in programmes on any Subscribed Channel, or which Broadcaster uses for marketing purposes, except in connection with its receipt or promotion of the Subscribed Channels;

viii) Allow or authorize any other person to do any of the acts mentioned in sub clause (vii), except with the permission of Broadcaster and in accordance with the Agreement;

ix) Remove or shift or allow to be removed or shifted, the Equipment from the agreed Address detailed in Annexure to the Agreement or allow anybody else to do the same, and shall indemnify Broadcaster against any damage, destruction or theft or loss of the Equipment;

ARTICLE 6: REPRESENTATION AND WARRANTIES OF AFFILIATE

The Affiliate undertakes, represents and warrants to the Broadcaster as under:

6.1 It has the requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement.

6.2 It shall comply with all laws and regulations with respect to the services in terms of the Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any Applicable Laws, rules and regulations or government orders (including service tax, entertainment tax etc.);

6.3 It shall submit to the Broadcaster a copy of its registration as a cable operator, with the postal authority or with such other competent authority as may be appointed from time to time, The Affiliate further confirms that it shall renew such registration as and when required and shall keep it in full force and shall duly inform the Broadcaster in the event of any changes or termination in its registration, within two weeks of such change;

6.4 It shall not misuse the Subscribed Channels and shall not conceal/misrepresent the details of subscribers in the Area. The Affiliate further confirms that it shall promptly inform the Broadcaster any change in the names and addresses and other details of its sub-operators, last mile operators and/or franchisees through whom the Subscribed Channels are being delivered to the subscribers;

6.5 It shall pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify the Broadcaster against any default or non-payments in this regard;

6.6 It shall keep the Equipment in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Cable Distribution Department of the Broadcaster, in the event of any mechanical/ technical fault in the Equipment;

6.7 It shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster. Further, it shall not remove or replace any or all parts of the Equipment. The Affiliate shall allow authorized employees or agents of Broadcaster free access to the address mentioned at clause 1.1 of Article 1 to check whether the Equipment is being properly used;

6.8 It shall not modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there-from. Any such act by the Affiliate shall be construed as a breach of its obligations hereunder;

6.9 The Affiliate undertakes that it shall not do anything, which might tend to indicate that any TV programme is from any source other than the channel forming part of the Subscribed Channels under the Agreement;

6.10 In case Broadcaster desired to enter into any new contract superseding the earlier Agreement or add or delete certain terms and conditions because of change in Applicable Laws then the Affiliate shall sign such new contract. Provided further that the Affiliate may choose not to sign if the term as per the new contract is less favorable to the Affiliate vis-à-vis the terms contained in the superseded agreement. If the Affiliate further agrees to adhere to and abide by the new contract or by any such additional terms and conditions, the Affiliate, shall sign a new contract superseding the Agreement, incorporating any such additional terms and conditions, within one month of the issue of such new contract by Broadcaster. If the Affiliate does not agree the parties may mutually agree to proceed to terminate the Agreement after following the procedure provided in this Agreement and complying with any regulations, orders or directions that may be issued by the Government or any regulatory body;

6.11 The Affiliate acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by competent Authority, as and when the same are issued;

6.12 The Affiliate represents and warrants that it has the appropriate net worth and necessary infrastructure (including office, support staff and the equipment) for running the cable operations smoothly and efficiently and discharging its entire obligations under the Agreement. The Affiliate shall pay the Subscription Amounts to Broadcaster on the basis of invoices raised and on or before the due dates without any delay or default. The Affiliate further undertakes to pay the increased Subscription Amounts in the event of any increase in the actual number of subscribers. The Affiliate recognizes that it has been appointed hereunder, based among other things, on the above-mentioned representations and its confirmation that the Agreement and the payments to be made hereunder and the obligations to be discharged are for the definite Term provided in clause 1.5 of the Agreement unless expressly provided otherwise in the Agreement;

6.13 It is expressly recognized between the Parties that the breach of any of the above, shall constitute an event of default under the Agreement and shall entitle Broadcaster to disconnect the access to the Subscribed Channels hereunder provided and to terminate the Agreement and disconnect/deactivate the Subscribed Channels as per the law in force. All representations and warranties shall survive the termination of the Agreement.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES OF BROADCASTER

7.1 The Broadcaster represents and warrants to the Affiliate that it has the requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under the Agreement;

7.2 The Broadcaster shall comply with all laws and regulations with respect to services referred to in clause 1.1 of this Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any Applicable Laws, rules and regulations or government orders (including service tax, entertainment tax etc.);

7.3 The Broadcaster understands that TRAI has issued certain regulations and guidelines and agrees that it shall adhere to and strictly abide by such regulations and guidelines and any amendments thereto or any new regulations and guidelines that may be in force from time to time. The Broadcaster acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by TRAI, as and when the same are issued; The Broadcaster represents and warrants to the Affiliate that downlink license has been applied for/obtained with respect to all channels;

7.4 The Broadcaster further represents and warrants to the Affiliate that the satellite signal of the Subscribed Channels shall be in standard PAL or NTSC format as designated by Broadcaster and have one or more audio tracks;

7.5 The Broadcaster shall ensure good quality and uninterrupted service to the Affiliate except for reasons beyond control and undertakes that it has all the requisite rights, authority and approval to broadcast the programme and that such broadcast shall not infringe the copy rights of any other person;

7.6 It is expressly recognized between the Parties that the breach of any of the above, shall constitute an event of default under the Agreement and shall entitle the Affiliate to disconnect the carriage of the Subscribed Channels hereunder provided and to terminate the Agreement as per the law in force. All representations and warranties shall survive the termination of the Agreement.

ARTICLE 8: OBLIGATIONS RELATING TO EQUIPMENT

The Broadcaster shall supply or cause to be supplied through suppliers nominated by it, the Equipment to the Affiliate upon the following terms and conditions:-

8.1 IRDs

The Affiliate shall not, under any circumstances, reverse engineer, decompile or disassemble the IRD Box or Viewing Cards or reproduce or allow the reproduction of any of them or the technology included in them. The Affiliate will ensure that the IRD is not tampered with in any way.

8.2 VIEWING CARDS

(i) The Viewing Card(s) supplied by the Broadcaster shall at all times remain the sole and exclusive property of the Broadcaster and the Broadcaster shall forthwith deactivate the same upon expiry or termination of the Agreement as per the provisions and procedure laid down in this Agreement

(ii) The Affiliate shall use the Viewing Card(s) only in terms of the Agreement and at the installation address mentioned in clause 1.1 of Schedule to this Agreement. The Affiliate shall not make any unauthorized use or tamper with the Viewing Card(s) in any manner whatsoever. However, in the event the Affiliate desires to move the Viewing Card(s) to some other address, the Affiliate shall obtain prior written permission from the Broadcaster and such permission shall not be unduly delayed or refused by the Broadcaster. The Affiliate shall not sell exchange or transfer the Viewing Card(s) in any manner whatsoever. If, upon any investigation or inspection, it is found that any Viewing Card(s) is being misutilised, mishandled or used in any manner, other than what has been specifically provided for under this Agreement, then, the Affiliate shall be liable to compensate the Broadcaster for any loss or damages caused to the Broadcaster by such misutilisation or mishandling or unprescribed use. In any such event the Broadcaster shall also be entitled to immediately take back possession of the Viewing Card(s) and also to initiate appropriate civil/ criminal proceedings in respect of such unauthorized use in addition to any other action that it deems appropriate under the law.

(iii) The Broadcaster shall not be liable for any defect in the Viewing Card(s) that is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the Affiliate or any other person. In the event, the Viewing Card(s) is lost, stolen or damaged; the Affiliate shall immediately inform the Broadcaster. In the event, the Affiliate desires new Viewing Card(s) for any channel forming part of the Subscribed Channels, the same may be issued at the discretion of BROADCASTER on payment of such charges as may be specified by the Broadcaster from time to time. In the event of deactivation of the Viewing Card(s) for any reason whatsoever, including nonpayment of Subscription Amounts, the Affiliate shall be liable to pay to the Broadcaster such charges as may be determined by the Broadcaster from time to time for re-activation of the Viewing Card(s).

In the event, any of the Viewing Card(s) is not in use by the Affiliate, the same shall be returned to the Broadcaster immediately.

8.3 RESTRICTIONS ON EQUIPMENT

8.3.1 In the event the Affiliate fails to pay the Subscription Amounts and/ or, upon expiry of, or termination of the Agreement, the Broadcaster shall be entitled to deactivate the Viewing Card(s).

8.3.2 The Affiliate acknowledges and recognizes that mere possession of the Equipment does not automatically entitle the Affiliate to receive the Subscribed Channels.

8.3.3 Any violation/breach of Article 8 shall entitle Broadcaster to disconnect and deny access to the Subscribed Channels subject however to the compliance of applicable laws as well as to terminate the Agreement as laid down in this Agreement.

8.3.4 The parties to the Agreement have verified that all the representations and warranties made herein above are true, accurate and correct and that no material information, particulars or details have been omitted, concealed or otherwise not disclosed or remained to be furnished.

8.3.5 It is expressly recognized between the parties that the breach by either party of any of the representations, warranties or covenants set out in this Agreement shall constitute an event of material default by the other party under this Agreement and shall entitle the other party to terminate the Agreement and claim damages without prejudice to any other rights.

ARTICLE 9: INDEMNITY AND THIRD PARTY CLAIMS

9.1 If for any reason or resulting from any cause whatsoever, any statement, representation or warranty of the Affiliate/Broadcaster set forth herein is found to have been materially incorrect, untrue when made, fails to prove to be true, the breaching party which provided such materially incorrect, untrue statement or representation or warranty, shall be fully liable to the other party for any and all liability, damage, costs, and expense including attorney fees, arising from such representation, breach or incorrect statement.

9.2 Both parties agree that each party shall forever keep and hold the other party and its affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees of a counsel of the other party's choice) arising out of any breach of any representation and warranties set out herein or any of its obligations pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

10.1 The Parties agree to keep all information including without limitation, data pertaining to the business of the other Party, details of the other Party's Affiliates, subscriber details, Subscription Amounts, pricing, etc. regarding the strategy and volume of business of the other Party strictly confidential at all times unless required by applicable law to disclose such information.

10.2 Any information provided by one Party to the other Party under the Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other. Disclosure of any such information is to be made only to such employees of the Parties who need to use the Confidential Information and it is the responsibility of the Parties to bind and ensure that any such employee shall hold in confidence all such confidential information including but not limited to the terms and conditions of the Agreement and that such an employee does not disclose, publish or make copies of the Agreement or the Confidential Information (unless it is required by law to do so) without the prior written consent of the other Party. This clause shall survive the termination of this Agreement.

ARTICLE 11: NO PUBLIC ANNOUNCEMENTS

The Parties shall not make, and shall not permit any of their respective directors, employees, officers, or Associates to make, any public announcement about the subject matter of the Agreement or any of its business and operating plans from time to time, whether in the form of a press release or otherwise, without first consulting with the other Party and obtaining the other Party's written consents, save as required to satisfy any requirement (whether or not having the force of law) of a stock exchange on which the shares of the Parties or an Associate of the Parties or holding company of the Parties are traded or the securities laws, rules or regulations applicable to the Parties or an Associate of the Parties or holding company of the Parties in any jurisdiction in which its shares are traded or any relevant governmental or regulatory body or as otherwise required by law or regulation. In the event that disclosure is required, the other Party shall be given a reasonable opportunity to review and comment on any such required disclosure.

ARTICLE 12: TERMINATION AND EFFECT OF TERMINATION

12.1 TERMINATION

12.1.1 The Agreement shall automatically terminate by efflux of time i.e. on the completion of the Term unless on or before the expiry of completion of the term, the parties have executed another agreement on the same subject or have agreed to or have started a process of negotiation to extend the term of the Agreement with or without modification in terms of clause 1.3.2 of this Agreement.

12.1.2 Either of the Parties may, subject to clause 12.1.3 and clause 23 below, terminate the Agreement at any time by giving a reasoned written notice of one month to the other Party.

12.1.3 The parties shall have the right to terminate the Agreement, subject to Applicable Laws, upon the occurrence of any of the following events:

12.1.3.1 Where one of the parties is in material breach of any provision of the Agreement as detailed in the Annexures;

12.1.3.2 Where the Broadcaster fails to provide conditions necessary for proper exercise of the rights of subscription as envisaged in Article 2 of this Agreement;

12.1.3.3 Where the Affiliate fails to provide to the Broadcaster, true and accurate information pertaining to the names, addresses and details of any cable operators, sub-operators, last mile operators and/or franchisees through whom the Subscribed Channels are being delivered to the subscribers pertaining to any location within the Area as and when demanded by the Broadcaster, from time to time for purposes of verification.

12.1.3.4 Where the Broadcaster has provided the Affiliate with evidence to the effect that any of the Affiliate's sub operators are engaging in piracy of the Subscribed Channels, and the Affiliate has failed to take reasonable remedial action (including deactivating or confiscating Viewing Cards, Smart Cards, as applicable) within two days of its receipt of such evidence and a notice by the Broadcaster requiring it to take such remedial action;

12.1.3.5 Where the Affiliate is in breach of the Anti-piracy Obligations set forth in the Agreement;

12.1.3.6 Where the Broadcaster has provided the Affiliate with reasonable evidence that any of Affiliate's active Smart Cards are lost or stolen or found being sold/used outside of the Area, or the Subscribed Channels or proprietary information or technology in the Smart Cards are in immediate and apparent danger of unauthorized use and the Affiliate has failed to take remedial action in accordance with the Anti-Piracy Obligations (including deactivating or confiscating such Smart Cards as the case may be) within two days of its receipt of a written notice by Broadcaster requiring it to take such remedial action;

12.1.3.7 In the event of Bankruptcy or insolvency of any of the parties;

12.1.3.8 Where winding up proceedings/liquidation proceedings have been initiated against any of the parties;

12.1.3.9 Where the Affiliate in any manner has jeopardized or interfered with the Broadcaster's intellectual property rights in any of the Subscribed Channels or part thereof;

12.1.3.10 Where the Affiliate's distribution of all or any of the Subscribed Channels exposes the Broadcaster or its Associates to any liability, civil or criminal;

12.1.3.11 Where any of the parties attempts to make or makes any transfer, assignment or sublicense of any of their rights under the Agreement without prior written consent of the other party;

12.1.3.12 Where there is any change in the Control of the Affiliate/Broadcaster by way of any Competitor gaining Control of the business of the Affiliate/Broadcaster ("**Control**" meaning, for this purpose, the power to manage, directly or indirectly, the operation of the business of the Affiliate/ Broadcaster, whether through the ownership of voting securities, by contract or memorandum or articles of association or any constitutional documents of the Affiliate/Broadcaster or otherwise) ("**Competitor**" meaning, for this purpose, any person whose business is that of a service provider and/or multi system operator (MSO) and/or distribution and/or broadcasting and/or owner (whether direct or indirect) of one or more television channels in one or more markets in the world).

12.1.4 Where the Broadcaster's authority to distribute all of the Subscribed Channels is revoked and/or terminated, then the Agreement shall stand automatically terminated; Provided, however, that in the case of revocation or termination of the Broadcaster's authority to distribute some of the Subscribed Channels and not all of the Subscribed Channels, the Broadcaster shall at the first opportunity of knowing about the imminent possibility of such revocation or termination of authority, inform the Affiliate about such possibility and its consequences, so as to enable the latter to decide whether to continue with the Agreement or not.

12.1.5 Where the Broadcaster is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Broadcaster to provide the Subscribed Channels or any part thereof to the Affiliate or limit the Affiliate's right or authorisation to offer the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts the Broadcaster to provide the Subscribed Channels to the Affiliate under the terms of the Agreement then the Agreement shall stand automatically terminated.

12.1.6 Upon the termination of the Agreement, distribution of the Subscribed Channels shall be unauthorized and illegal and the Broadcaster shall be entitled to disconnect /deactivate the distribution of the Subscribed Channels but subject to observance of applicable rules /regulations/orders if any.

12.2 CONSEQUENCES OF TERMINATION

12.2.1 Upon termination of the Agreement:

(i) the parties to the Agreement shall cease to exercise their rights and to perform obligations arising out of this Agreement unless expressly provided otherwise in this Agreement

(ii) the Affiliate shall cease to provide services as defined in clause 1.1 of Article 1 and specifically referred to in Annexure A including distribution of Subscribed Channels to its subscribers directly or indirectly.

(iii) the Affiliate shall return the Viewing Cards in the same condition as they were made available by the Broadcaster subject to normal wear and tear.

(iv) the Affiliate shall prepare and deliver to the Broadcaster a final Subscriber Report relating to Subscription Amount due to the Broadcaster on termination;

(v) all Promotional Materials of the Broadcaster, which are in the Affiliate's possession or under its control shall be delivered to the Broadcaster or otherwise disposed of in accordance with the Broadcaster's directions;

(vi) the parties shall immediately cease to make any representations that they are associated with each other in the Area;

(vii) the Parties in addition to their other rights and remedies under law or equity, shall be entitled to receive all outstanding monies due to each other including the Subscription Amounts due or to become due under the Agreement and these shall immediately become due and payable on the date of termination;

(viii) the indemnity obligations and the confidentiality obligations of the parties will continue to stand and survive termination; and

(ix) the Affiliate shall cease to use the intellectual property and sign a confirmation of cessation of the use of Intellectual property as may be required by the Broadcaster.

ARTICLE 13: LIMITATION OF LIABILITY

13.1 It is expressly understood and agreed between the Parties that neither Party shall have any liability or obligation whatsoever under this Agreement, towards any other party arising from and in respect to:-

(a) Any defect or damage in the equipment including IRD(s)/Viewing Card(s) not attributable to the Affiliate (Any defect in the IRD(s)/ Viewing Card(s) attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the Broadcaster's instructions or any use of the IRD(s) with any apparatus or equipment not authorized by the Broadcaster shall be deemed to be actions attributable to the Affiliate);

(b) Any action, failure to act or default on the part of any equipment distributor or installer;

(c) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of the Broadcaster/ Affiliate;

(d) Any indirect or consequential loss resulting or any other default on the part of the Broadcaster or any of its officers, employees, suppliers, distributors or agents or any vendor of an IRD; and

(e) Withdrawal or suspension of any Channel or programs by the Channel Owners without providing adequate opportunity to the Broadcaster to suitably notify the Affiliate of such an eventuality;

13.2 It is expressly agreed and understood between the parties that the Broadcaster shall have no liability or obligation towards the Affiliate, its sub operator and/or subscriber due to deactivation of services if such services have been deactivated by the Broadcaster as per the terms of this Agreement and in compliance of the orders/regulations in this regard, if any.

ARTICLE 14: NO WAIVER

The exercise of or failure to exercise any, or all of the foregoing remedies by the Parties shall not operate as a waiver on the part of the Parties of its rights to exercise any other remedy available to the Parties under the Agreement, at law or equity, and all of the foregoing remedies shall be deemed cumulative. The failure of the parties to enforce anytime or for any period any one or more of the terms and conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce such right unless such subsequent exercise of the right is barred by limitation as provided by law or otherwise limited by this Agreement.

ARTICLE 15: NO AGENCY

Neither the Affiliate nor the Broadcaster shall be or hold itself out as the agent of the other under the Agreement. No subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Broadcaster by virtue of the Agreement or by the Broadcaster's delivery of the Subscribed Channels to the Affiliate. The relationship between the Broadcaster and the Affiliate is "Principal to Principal".

ARTICLE 16: BINDING NATURE

All the obligations and benefits arising under the Agreement shall pass to and be binding on the respective assigns transferees and successors of the Parties hereto.

ARTICLE 17: MODIFICATIONS

This Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement including Addendum Agreements, Annexures, Schedules or any other document, called by whatever name, but executed relating to this Agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties through their respective authorized representatives.

ARTICLE 18: NO PARTNERSHIP

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Broadcaster and the Affiliate and neither party shall enter into any contract or obligation that purports to bind the other.

ARTICLE 19: NOTICES

All Notices given hereunder shall be given in writing in English, by personal delivery or by Registered Post Acknowledgement Due (RPAD), at the addresses of the Affiliate and of the Broadcaster mentioned hereunder, unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered AD Post only, in which case all notices to such Party shall thereafter be given at the address so notified. Notice shall be deemed to have been received, (a) if delivered personally, upon delivery and (b) if sent by RPAD, upon delivery of the mail or upon expiry of 7 days from the date of dispatch.

BROADCASTER	AFFILIATE
M/s .Eenadu Television Private Limited Ramoji Film City, Hayathnagar Mandal , Ranga Reddy District 501 512 Phone: _____ Fax: _____ Email: _____@etv.co.in Attn: Mr.	M/s.

ARTICLE 20: RIGHTS AND VALIDITY

The rights and remedies set out in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE 21: SUPERSESSION

Except as provided herein, this Agreement constitute the whole agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements or understanding relating to such subject matter. Provided, however, that it shall not prejudice the rights and obligations which have arisen out of the prior agreements and continuing to subsist unless otherwise agreed to be relinquished or abrogated through this Agreement.

ARTICLE 22: ASSIGNMENT

Notwithstanding anything contained in this Agreement, the parties shall not have the right, without the prior written consent of the other, to assign or transfer the Agreement or any of their respective rights or obligations, under this Agreement. Any breach, actual, potential or threatened, of this clause, shall entitle the parties to terminate the Agreement and take any other measures as may be appropriate.

ARTICLE 23: FORCE MAJEURE

Failure on the part of the Broadcaster/Affiliate to perform any of its obligations, shall not entitle either party 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 fulfillment by either party of any obligation set forth in this Agreement is delayed, the period of such delay will not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include any war, civil commotion, strike, Satellite Jamming, Satellite Failure, lockout, accident, epidemic or any other event of any nature or kind whatsoever beyond the 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. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. Was the condition of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either party to the other, on expiry of one month from the date such notice is given.

ARTICLE 24: SEVERABILITY

In the event that any provision of this Agreement is declared by any judicial , quasi judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless the Parties decide that the effect of such declaration is to defeat the original intention of the Parties in which event, Parties shall be entitled to terminate this Agreement by a months' notice.

ARTICLE 25: JOINT AND SEVERAL

Joint and several: All agreements on the part of either of the Parties which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the Parties.

ARTICLE 26: DISCRETION

No decision, exercise of discretion, judgment or opinion or approval or provision of information on any matter mentioned in this Agreement or arising from it shall be deemed to have been made by either of the Parties to the other except if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement.

ARTICLE 27: GOVERNING LAW AND DISPUTE RESOLUTION

27.1 The rights and obligations of the Parties under the Agreement shall be governed by laws of India.

27.2 The Parties agree that any disputes between the Parties for provision of signal or disconnection of signals arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("**TDSAT**"). The parties specifically agree that any dispute relating to recovery of Subscription fee/charges may also be filed in a Civil Court having pecuniary jurisdiction in Ranga Reddy District Courts. The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

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

for and on behalf of
M/s. EENADU TELEVISION PVT LTD

for and on behalf of
M/s. _____

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

1.

1.

2.

2.

ANNEXURE A**Details of Subscribed Channels, subscription fees, VC, IRD fees, etc****Item (1): SUBSCRIPTION FEE****BOUQUET RATE:-**

TICK HERE ()	Bouquet	IRD Number	VC Number	Rate per subscriber per month
()	ETV, ETV-Plus, ETV-Life, ETV-Cinema, ETV-Abhiruchi, ETV-Andhra Pradesh & ETV-Telangana			48.97
()	ETV, ETV-Plus, ETV-Life, ETV-Cinema, ETV-Abhiruchi & ETV-Andhra Pradesh			44.97
()	ETV, ETV-Plus, ETV-Life, ETV-Cinema, ETV-Abhiruchi & ETV-Telangana			44.97
()	ETV-Plus, ETV-Life, ETV-Cinema & ETV-Abhiruchi			33.84
()	ETV, ETV-Andhra Pradesh & ETV-Telangana			15.12
()	ETV & ETV-Telangana			11.128
()	ETV & ETV-Andhra Pradesh			11.128

A-LA-CARTE RATE:

TICK HERE ()	CHANNEL	IRD Number	VC Number	Rate per subscriber per month
()	ETV			10.70
()	ETV-Plus			11.13
()	ETV-Life			10.00
()	ETV-Cinema			18.50
()	ETV-Abhiruchi			11.13
()	ETV-Andhra Pradesh			5.99
()	ETV-Telangana			5.99

Please note that in addition to the Subscription Fees, the Operator shall be liable to pay applicable taxes including but not limited to service tax as applicable.

Item (2): Subscribed Channels and the Channel Band number and frequency:

Channel Name	Channel Band Number & Frequency
ETV	
ETV-PLUS	
ETV-LIFE	
ETV-CINEMA	
ETV-ABHIRUCHI	
ETV- ANDHRA PRADESH	
ETV-TELANGANA	

Item (3): Viewing Card and processing fees:

CHANNEL	PROCESSING FEES (One Time) (Rs.)
ETV	Rs. /-
ETV-PLUS	Rs. /-
ETV-LIFE	Rs. /-
ETV-CINEMA	Rs. /-
ETV-ABHIRUCHI	Rs. /-
ETV- ANDHRA PRADESH	Rs. /-
ETV-TELANGANA	Rs. /-

Item (4) DETAILS OF AFFILIATE REGISTRATION, EQUIPMENT AND THE SUBSCRIPTION

a. Registration No. (Under the Cable Television Networks (Regulation) Act,1995): _____

b. Contact Person Mr. /Ms. : _____

c. Installation Address : _____

d. Telephone number : _____

e. Fax Number : _____

Item (5) The Affiliate (MSO/CO/LMO) shall pay the monthly license fee determined at the rate marked in Annexure–A multiplied by the connectivity as mentioned in Annexure–B of this agreement.

Mode: Monthly Quarterly Half Yearly Full Year/Term

Rs. _____ + Applicable Taxes

(Rupees _____

_____ only + applicable Taxes).

Note: The Subscription amounts payable to the Broadcaster by the Affiliate shall be altered with reference to the Revised Subscription Fee as indicated in annexure – A of this Agreement.

for and on behalf of
M/s. EENADU TELEVISION PVT LTD

for and on behalf of
M/s. _____

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

1.

1.

2.

2.

ANNEXURE B

MODE OF TRANSMISSION: ANALOG

Item (1) EFFECTIVE DATE:

Item (2): Area:

S.No.	Area/ Location	Connectivity	Name of the Operator

**for and on behalf of
M/s. EENADU TELEVISION PVT LTD**

**for and on behalf of
M/s. _____**

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

1.

1.

2.

2.

Schedule: Registration Details of the Affiliate**1.1 AFFILIATE REGISTRATION AND OTHER DETAILS:**

Cable Television Registration No.	
Date of issue: Date of expiry:	
PAN No.:	
Service Tax registration No.	
Date of issue:	
Entertainment Tax Registration No.:	
Date of issue:	
Incorporation date	

Installation Address (if different from address details provided above)

Contact Person (Mr./Ms)	
Installation Address	
Village	
City / Taluka	
District Pin	
State	
Telephone Number	
Fax Number	
Email id:	

1.2 Broadcaster Registration and Other Details.

PAN No.	AACCM7226P
Service Tax registration No	AACCM7226PSD001
CIN No & Website	U92111TG1991PTC012643 – www.etv.co.in
Date of issue	

for and on behalf of
M/s. EENADU TELEVISION PVT LTD

for and on behalf of
M/s. _____

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

1.

1.

2.

2.

DEFINITIONS AND INTERPRETATIONS

A. DEFINITIONS

In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

“Affiliate”	means a multi system operator (MSO) or a Cable Operator (CO) or a Last Mile Operator (LMO) or any other person who provides services as agreed to and as described in Clause 1.1 of Article 1 of this Agreement through the Permitted Distribution System.
“Agreement”	means this Commercial and Technical Agreement and all its Schedules, Annexure and/or addenda agreements, updation forms particularly referred as forming part of this Agreement as amended from time to time.
“Applicable Laws”	means and includes any law, regulation, direction, notification, policy, guideline or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority concerning Broadcasting and Distribution of TV channels and matters consequential upon and incidental thereto.
“Area”	means the area referred to in clause 1.2 of Article 1 of the Agreement, and more fully demarcated in Annexure B, within which the Subscribed Channels are to be distributed by the Affiliate, through a permitted distribution system directly or indirectly, through its agents and would include flats, apartments, buildings, dwelling units, whether in a single family or in a multi unit building, but shall not include the public places which are not meant for home viewing like Hotels, Hospitals, Bars, Restaurants, Cinema halls/Theatres, Clubs/Resorts, Airports, Railway Stations, Bus Stands, Showrooms etc.
“Associates”	means: (i) in the case of a person other than a natural person, any other person that, either directly or indirectly through one or more intermediate person(s), controls, is controlled by, or is under common control with such person, and (ii) in the case of a person that is a natural person, any other person that, either directly or indirectly through one or more intermediate person(s), controls, is controlled by or is a relative of such natural person.
“control”	For the purposes of this definition, means the power to direct the management or policies of a person, whether through the ownership of over 50% of the voting power of such person, through the power to appoint over half of the members of the board of directors or similar governing body of such person or by virtue of the articles or other constitutional document of such person or otherwise, or through contractual arrangements or otherwise.
“Bouquet”	means a combination of more than one Television Channels and/ or selling of a combination of Channels together as a package.
“Broadcaster”	means a Broadcaster as defined in The Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 as amended from time to time
“Channel(s)”	means the television channel(s) with a set of frequencies used for transmission of a programme and particularly specified in Annexure A, whether forming a part of a bouquet or not.
“Commercial Establishment”	means a commercial cable subscriber as defined in “The Telecommunication (Broadcasting and Cable) Services (Second) Tariff (Fourth Amendment) Order, 2006 including Hotels, Hospitals, Bars, Restaurants, Cinema halls/Theatres, Clubs/Resorts, Airports, Railway Stations, Bus Stands, Showrooms etc. . as amended from time to time.

“Confidential information”	means :(a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Associates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the parties, (b) any material/ information, which results in the violation of any conditions imposed by the Broadcaster or its programme suppliers and disclosed to the Affiliate by the Broadcaster for the purposes of this Agreement, including any information of any kind whatsoever which is made known to the Affiliate as being confidential in nature and vice versa (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information.
“Competent Authority”	means the Authority specified in this Agreement to be the Competent Authority for the purpose indicated therein and would include any Authority as has been notified /declared or as may be notified/ declared from time to time as a constitutional or legislative or judicial or quasi judicial or Administrative or Regulatory Authority concerning matters of Broadcasting and Distribution of TV channels and matters incidental or relating thereto.
“Effective Date”	Shall be the date from which the affiliate is allowed or permitted to
“Equipment”	means and includes the IRDs and the Viewing Card(s), collectively referred to as Equipment.
“Fingerprinting”	means a process whereby code words/numbers are made overtly to appear on the screen of a television and / or covertly in the signal of a Subscribed Channel that enables identification of the Viewing Cards being used to access the signal.
“Integrated Received Decoder” or “IRD”	means a device, decoder, receiver cum decoder used in conjunction with a Viewing Card by the Affiliate in order to receive a Television Channel and may include a remote control, where applicable and which has the recommendation/ approval of Broadcaster on the basis of mutually agreed parameters between the parties.
“Promotional Material”	means such materials, information, merchandise, etc. made by the Broadcaster, or by the Affiliate for the purpose of promoting the Subscribed Channels/ programmes of the Subscribed Channels, and shall without limitation include flyers, banners, hoardings, stickers, 40 handouts, etc. “Material Breach” includes but is not limited to any of the following breaches of the terms and conditions of this Agreement.
	i) non payment or part payment of the subscription amounts which have been established to be due and outstanding in terms of the mutually agreed procedure for determining the due and outstanding payment of subscription amounts.
	ii) in the event of a statement / warranty of the party is found to be untrue.
	iii) Change of location of IRDs/ Viewing Cards by the Affiliate without consent of the Broadcaster.
“Notice”	means a written communication by one party to the other, issued pursuant hereunder and is addressed and delivered personally or by post at the place indicated in this Agreement or in the Addendum Agreements as the case may be as address for the purpose of the notice.
“Permitted Distribution System”	means a system of distribution of the Television Channels to the subscribers in analogue or digital format through the Cable Television Network as defined under the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) as amended from time to time. For avoidance of doubts, it is clarified that for the purposes of this Agreement, Permitted Distribution System would mean the local cable distribution system used by the Affiliate to distribute the Subscribed Channels in the area and excludes the distribution of Television Channels to subscribers through any other method such as CAS, Direct- To-Home, Multipoint Microwave Distribution System/ Multi Channel Multipoint Distribution System (MMDS), or through cellular mobile network or any other medium or technology or device other than optical fiber cable/ coaxial cable

“Pay Channel”	means a pay channel as defined under the Telecommunication (Broadcasting and Cable) Services (Second) Tariff Order, 2004 as amended from time to time and specified in Annexure A to have been subscribed as a pay channel for distribution through the permitted distribution system to the subscribers directly or indirectly.
“Subscription Fee”	means the fee payable by the Affiliate to the Broadcaster per subscriber per month in respect of any particular subscribed channel or in respect of any particular subscribed bouquet of channels as per the revenue share arrangement indicated in clause 3.1.3 of this Agreement.
“Total Subscription Amount”	means the total amount payable by the Affiliate to the Broadcaster for each month. It shall be calculated by taking the subscription fee for each channel or bouquet of channels and multiplying the same by the number of subscribers for that channel or bouquet of channels, as the case may be by adding up the sums in respect of all channels and bouquets of channels covered under this Agreement. This is exclusive of all applicable taxes.
“Subscriber”	means a person who receives the services described in clause 1.1 of Article 1 of the Agreement read with Annexure A, either in full or in part, through the permitted Distribution System either directly or indirectly from the Affiliate without transmitting it to any other person and has been declared to be a subscriber for such service.
“Subscribed Channels”	means the channels as described in Item (1)(A) and (1)(B) of Annexure A to this Agreement.
“Services”	means Services referred in Clause 1.1 of Article 1 and described appropriately in Annexure A of this Agreement.
“Term”	means the term of this Agreement as specified in clause 1.3 of Article 1.
“Viewing Card”	means the Broadcaster-approved viewing card to be used in conjunction with the IRD for the Affiliate to access and decode each Subscribed Channel.

B. INTERPRETATION

In this Agreement, unless the context otherwise requires:

(a) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders unless the context otherwise requires.

(b) The word “person” shall include individuals, corporations, partnerships, association of persons and any other entities;

(c) Any references to Article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;

(d) References to a “month” are to a calendar month;

(e) Headings and titles are for ease of reference only and shall not affect the interpretation of this Agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this Agreement done otherwise independent of the title.

(f) Any reference to law, regulation, statutory provision, order, guideline, policy, etc, includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

for and on behalf of
M/s. EENADU TELEVISION PVT LTD

for and on behalf of
M/s. _____

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

1.

1.

2.

2.