

REFERENCE INTER CONNECT OFFER

CARRIAGE AGREEMENT

This Carriage Agreement ("**Agreement**") is executed on this ___ day of _____, 2018, by and between:

UCN Cable Network Private Limited, a company incorporated under the Companies Act, 1956, having its mailing address at 502, Milestone Building, Ramdaspath, Wardha Road, Nagpur 440010 [hereinafter referred to as "**UCN**", 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 Individual HUF Other

Authorized Signatory (Mr./Ms.): _____

Correspondence Address: _____

PAN No.: _____ GSTIN.: _____

[here in after referred to as "**Broadcaster/Authorised Agent**", 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; and karta and coparceners in the case of a Hindu Undivided Family ("**HUF**")].

UCN and Broadcaster/ Authorised Agent may hereinafter individually and collectively be referred to as "**Party**" and "**Parties**", respectively.

WHEREAS:

- A. UCN is a Multi-System Operator and is authorized to retransmit signals of television channels through the Cable Television Networks of UCN in the Area(s).
- B. Broadcaster/Authorised Agent appointed by the Broadcaster to negotiate and execute agreements with, *inter alia*, Multi-System Operator 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 UCN through their addressable system, and UCN is willing to

carry the Channel(s) on the Cable Television Networks of UCN, subject to the terms and conditions provided herein.

NOWHEREFORE, 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 here under:

- (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 UCN 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/ Authorised Agent to UCN, only for the purpose of carrying the Channel(s) through UCN's Cable Television Networks, without, specifying the placement of such channels on to 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.

INTERPRETATION:

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

- a) The headings here in 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 viceversa.
- 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.

2. CARRIAGE:

- a) By and under this reference interconnect offer, the Broadcaster/ Authorised Agent hereby requests UCN to carry the Channel(s) and pursuant to the said request and upon the Broadcaster/ Authorised Agent providing the duly filled application/ declaration as set out in Schedule IV (annexed hereto) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 the Company has agreed to carry the Channels of the Broadcaster on 24x7 basis and without any disruption and interruption, for the sole purpose of re-transmitting and re-distributing the Channel/ in the Areas through UCN's Cable Television Networks on its addressable system.
- b) UCN hereby agrees to carry the Channel(s) of the Broadcaster/ Authorised Agent on the Cable Television Networks of UCN subject to, inter alia, technical and commercial parameters set out hereinafter in **Annexures C and D respectively** of this Agreement.

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.

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 UCN and other necessary conditions shall form part of this Agreement.

3. CARRIAGE FEES & PAYMENT TERMS:

- (a) During the Term, in consideration of UCN carrying, retransmitting and redistributing the Channel/s in the Areas through its Cable Television Networks, the Broadcaster/ Authorised Agent shall pay the Carriage Fee for each channel per subscriber per month as shall be computed as set forth in the Annexure D here to, which shall be payable on or before the fifteenth day of receipt of invoice for the respective period ("**Due Date**").
- (b) In addition, the Broadcaster shall be liable for the payment of all applicable taxes, cesses, etc. Including GST, as may be applicable on the Carriage Fee payable by the Broadcaster/ Authorised Agent to UCN.
- (c) UCN shall raise invoice on Broadcaster/ Authorised Agent towards the Carriage Fee (along with applicable taxes).
- (d) Payment of any Carriage Fee to UCN shall be made by Broadcaster/ Authorised Agent either by
 - (i) Demand Draft in favour of 'UCN Cable Network Private Limited', payable at its registered office or any other place that may be specified by UCN in writing from time to time; or
 - (ii) Electronic wire transfer into UCN's Bank Account, accompanied by documentary evidence certified by the Broadcaster/ Authorised Agent's bank that the payment has been transferred to UCN's bank account, post deduction of applicable withholding taxes, certification of which shall be provided by Broadcaster/ Authorised Agent to UCN as per the timeline specified under the Indian Income Tax laws.

In the event of failure or neglect by the Broadcaster/ Authorised Agent in making payment of the Carriage Fee by the Due Date, the Broadcaster/ Authorised Agent shall be liable to pay simple 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.

4. TERM, TERMINATION & EFFECT OF TERMINATION:

- (a) This Agreement shall be valid for a period of one year commencing from ___ 2018 and shall remain valid until _____, 2019, unless terminated earlier in accordance with the provisions of this Agreement ("**Term**").
- (b) Termination:

Termination on the happening of an event:

This Agreement may be terminated by UCN or the Broadcaster/ Authorised Agent, subject to Applicable Laws, prior to its expiry 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/ Authorised Agent before the Due Date.
- iii. Bankruptcy, insolvency or the appointment of a Receiver or the appointment of a Liquidator over the assets of that party.
- iv. If the Broadcaster's licence to broadcast/ downlinking license is revoked, cancelled, suspended or withdrawn or the Authorised Agent's authority to represent the Broadcaster is terminated.
- v. If UCN's registration under the Applicable laws is cancelled or revoked or suspended.

In the event of termination of this Agreement by UCN under clause 4b(i) or 4b(ii) above, UCN shall be entitled to cease to carry, re-transmit and re-distribute the Channel/s of the Broadcaster/ Authorised Agent 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 there to ("Equipment") of the Channel/s until all the outstanding amounts are cleared. Further, UCN shall be entitled to initiate appropriate legal proceedings against the Broadcaster/ Authorised Agent for, inter-alia, recovery of outstanding amounts and any other equitable remedy that may be available to UCN.

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.

5. 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/ Authorised Agent represents, warrants, declares, undertakes and agrees that:
 - i. Broadcaster/ Authorised Agent is the sole, absolute, exclusive and unencumbered legal owner of the Channel(s) which it is exhibiting, broadcasting and retransmitting through UCN's Cable TV Network within the Territory.
 - 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 UCN'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/ Authorised Agent shall hold UCN 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.

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 of 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, lightning, 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. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated upon notice of either Party to the other, on expiry of one month from the date of such notice.
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 as the agent of the other under this Agreement. This Agreement between Broadcaster/Authorised Agent and Affiliate is on principal to principal basis and is terminable in nature.
- (d) **No Waiver:** The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or their relinquishment of any such rights, and such rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.
- (e) **Assignment:** Notwithstanding anything contained in this Agreement, Broadcaster/ Authorised Agent shall not have the right, without the prior written consent of UCN, to assign or transfer this Agreement or any of its rights or obligations under this Agreement to any third party. However, UCN 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/ Authorised Agent 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 UCN and Broadcaster/ Authorised Agent 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 here to 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 WHERE OF, the Parties hereto have executed this Agreement on the day, month and year mentioned here in above.

Signed for & On behalf of **UCN Cable Network Private Limited**

Sign: _____

Name: _____

Title: _____

Signed for & On behalf of **Broadcaster/AuthorisedAgent**

Sign: _____

Name: _____

Title: _____

Schedule IV

(Refer sub-regulation (16) of the regulation 10)

Application form for access to the network for distribution of a television channel

1. Name of the broadcaster:
2. The names of CEO/MD of the broadcaster:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. Email address:
8. Name of channel for which request for distribution has been made:
9. Copy of permission letter issued by the ministry of information and broadcasting for downlinking of the channels mentioned above in India:
10. Nature of channel (pay or free-to-air)
11. Genre of channel:
12. Language(s) of channel:
13. Downlinking parameters of the channel:
 - a. Name of satellite:
 - b. Orbital location:
 - c. Polarisation:
 - d. Downlinking frequency:
14. Modulation/coding and compression standard of channel:
15. Encryption of channel: encrypted/unencrypted

(Signature)
Date:
Place:

DECLARATION

I _____ s/o, d/o _____,

(Authorized Signatory), of _____ (Name of the broadcaster), do
hereby declare that the details provided above are true and correct.

(Signature)
Date:
Place:

AnnexureA

Target Markets

DRAFT WEBSITE VERSION – NOT FOR EXECUTION

AnnexureB

(I) Broadcaster (s) and Channels

Sr. No.	Broadcaster(s) Name	Channels
1		
2		
3		

DRAFT WEBSITE VERSION – NOT FOR EXECUTION

Annexure C

TECHNICAL PARAMETERS

Description	Details
PIRD/CAM/IRD	
Output Type	
Convertors (if any)	
Downlinking Parameters	

DRAFT WEBSITE VERSION – NOT FOR EXECUTION

Annexure D

CARRIAGE FEE COMPUTATION for SD Channels

If Average Active Subs Base	Carriage fee (in%)	UCN offer Rate (in Rupee) per channel per subscriber per month	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%)	UCN offer Rate (in Rupee) per channel per subscriber per month	Carriage fee for HD Channels 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: CA Atish Dhanuka
2. Telephone numbers: 0712-6633962
3. E-mail address: atishdhanuka@ucnindia.com