

Publication of Reference Interconnection offer by Paul Entertainments Private Limited pursuant to Regulation 7 of The Telecommunication ( Broadcasting and Cable) services Interconnection (Addressable Systems) Regulations, 2017

We humbly submit that this publication of Reference Interconnect Offer on our website and simultaneous submission for the purpose of this Authority’s record is being done without prejudice to the outcome of the cases pending before the Hon’ble Madras High court.

We humbly submit that we also reserve our rights to suitably modify the Reference Interconnection Offer.

We have designated a compliance officer and shall within 30 days furnish to Telecom Regulatory Authority of India the required details.

**REFERENCE INTERCONNECT OFFER**

	<b>Parties</b>	<p><b>Paul Entertainments Private Limited</b>, a company incorporated under the Companies Act, 1956, having an office at “Plot No. – 161, 5th Floor, Industrial Area, Phase – II, Chandigarh (UT): 160 002” (hereinafter referred to as “<b>PAUL</b>” which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the ONE PART;</p> <p><b>AND</b></p> <p><b>(M/s):</b> _____ (hereinafter referred to as the “ Distributor” or “Distributor of Television Channel” which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; 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; and karta and coparceners in the case of a Hindu Undivided Family (“HUF”)] of the OTHER PART.</p> <p>PAUL and the Distributor are hereinafter individually and collectively referred to as “Party” and “Parties” respectively.</p>
1.	<b>Term</b>	<p>Date of Execution: _____</p> <p>The term shall be for a period of one year from _____ to _____ unless terminated earlier in accordance with the Agreement.</p> <p>PAUL shall at least 60 days prior to the date of expiry of the term give notice to the distributor to enter into new agreement, however, in case the parties fail to enter into new agreement before the expiry of the existing agreement, PAUL shall not</p>

		make the signals of television channels available on expiry of the existing interconnection agreement.
2.	<b>Area</b>	'Area' shall mean the services related to subscription to and distribution of PAUL Channel under this AGREEMENT for area which covers_____only.
3.	<b>PAUL Channel</b>	'9X Tashan'  The Channel(s) under this AGREEMENT shall be transmitted continuously on the Distributor's platform upon receipt of signal from PAUL without interruption, editing, interference or alteration, except as necessary to distribute the signals of PAUL Channel as part of the digital distribution system (e.g., digitization, encryption, compression etc).
4.	<b>Rights</b>	<p>a. PAUL Channel is being provided on non-exclusive basis for the Term.</p> <p>b. Except as specifically provided in the AGREEMENT, all rights to PAUL Channel and its content is specifically reserved to PAUL, as appropriate, and may be freely exercised and exploited by it by any means and in any manner whatsoever.</p> <p>c. The Distributor under this Agreement shall distribute PAUL Channel only to Subscribers.</p> <p>d. It is clarified that the PAUL Channel is being provided by PAUL to the Distributor solely on the basis of and in reliance of the representations, warranties and declarations made by it. If the Distributor fails to adhere to its obligations mentioned in this AGREEMENT, it shall be deemed to have unauthorized access to the PAUL Channel(s) and PAUL shall be entitled to terminate the Agreement and disconnect/deactivate the PAUL Channel(s) in addition to any other legal or equitable remedies available to it.</p> <p>e. Distribution permitted to STBs or other similar reception device expressly approved in writing in advance by PAUL. Mobile, broadband, PC, Internet, wireless, satellite and all other non television equivalent rights not granted herein are expressly withheld by PAUL.</p>
5.	<b>Delivery and Security</b>	<p>a. PAUL Channel must be delivered by Distributor to subscribers in a securely encrypted manner and without any alteration.</p> <p>b. The uplink specifications, satellite capacity and infrastructure allocated by Distributor in respect of the broadcast signal of the PAUL Channel by Distributor to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its distribution platform.</p>

6.	<b>Fee</b>	<p>a. Within seven days of end of each month, the Distributor shall provide the monthly subscription report as per the format provided in Schedule VII of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017. The said format is attached herewith as Annexure B.</p> <p>In case the Distributor fails to send the monthly subscription report within the said period of seven days, PAUL shall have the right to raise a provisional invoice which shall be for an amount increased by ten percent of the amount of immediate previous month and the Distributor shall be under obligation to pay the fee on the basis of such provisional invoice in accordance with the terms of this clause.</p> <p>The parties shall carry out reconciliation between the provisional invoice raised by PAUL and the final invoice on the basis of the monthly subscription report sent by the distributor within 3 months from the date of issuance of such provisional invoice.</p> <p>The a-la-carte "Maximum retail Price" per Subscriber is set out in Annexure A to this Agreement. The rates mentioned in the Annexure A to this Agreement, as referred to above, are exclusive of all taxes and levies.</p>								
7.	<b>Calculation of Fee/ PAUL's share of MRP:</b>	<p>The fee or the PAUL share of Maximum retail price for ala carte channel shall be calculated as follows:-</p> <table border="1" data-bbox="533 1081 1540 1408"> <tr> <td data-bbox="533 1081 1035 1227">Average Subscriber base ( Arrived basis Schedule VII stated below) multiplied by the MRP of the channel</td> <td data-bbox="1035 1081 1540 1227"></td> </tr> <tr> <td data-bbox="533 1227 1035 1299">Less: Distribution fee Rs.</td> <td data-bbox="1035 1227 1540 1299"></td> </tr> <tr> <td data-bbox="533 1299 1035 1370">Less: Discounts (if any) Rs.</td> <td data-bbox="1035 1299 1540 1370"></td> </tr> <tr> <td data-bbox="533 1370 1035 1408">Fee payable by Distributor</td> <td data-bbox="1035 1370 1540 1408"></td> </tr> </table> <p>Distribution fee for the purposes of this agreement shall mean the fee payable to the distributor by PAUL for the purposes of distribution of ala carte channel(s) which shall not be less than 20% of Maximum retail Price.</p> <p>Payment of License Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.</p>	Average Subscriber base ( Arrived basis Schedule VII stated below) multiplied by the MRP of the channel		Less: Distribution fee Rs.		Less: Discounts (if any) Rs.		Fee payable by Distributor	
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Fee payable by Distributor										
8.	<b>Payment Terms</b>	<p>a. The Monthly Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the Distributor by PAUL without any deduction except deduction of withholding tax/TDS as provided in this Agreement.</p> <p>b. The Distributor shall be required to make payments by the Due Date in</p>								

		<p>accordance with the terms hereof, and any failure to do so on the part of the Distributor shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 18%. The imposition and collection of interest on late payments does not constitute a waiver of the Distributor's obligation to pay the Fee by the Due Date, and PAUL shall retain all of its other rights and remedies under the Agreement.</p> <p>c. All Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at Distributor's cost and will be charged at the prevailing rates by PAUL to the Distributor.</p> <p>d. If payment of the Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the Distributor shall provide tax withholding certificates to PAUL within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p> <p>e. PAUL shall, supply or cause to supply the 'Integrated Receiver Decoder and/or viewing card ', on mutually acceptable basis.</p>
9.	<b>Undertakings by the Distributor</b>	<p>a. The Distributor provides an undertaking that it has all necessary licenses and permits / permissions required under the Applicable Law(s) for distributing the PAUL Channel. The Distributor undertakes that it shall keep its License in full force at all times during the Term of the Agreement. Where such License expires and is not renewed during the continuance of this Agreement, PAUL shall be entitled to terminate this Agreement. Distributor further undertakes and warrants that it shall obtain the requisite licenses from the music societies and, or, concerned authorities in the area if required, and shall be liable to pay any license fee and royalty in relation to such licenses.</p> <p>b. The Distributor provides an undertaking that it shall comply with all relevant Regulations, Directions, Orders and Guidelines introduced by TRAI/ Government, from time to time;</p> <p>c. Distributor undertakes that its distribution platform meets the addressable system requirements as specified in Schedule III of The Telecommunication (Broadcasting and Cable) Services Interconnection ( Addressable Systems) Regulations 2017 under Annexure C.</p> <p>d. The Distributor agrees and undertakes to distribute the PAUL Channel(s) in its entirety as and how it is delivered by PAUL, without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the PAUL Channel(s). Provided that Distributor may use its watermark on PAUL Channel(s) while distributing same through its platform.</p>

		<p>e. The Distributor further undertakes that it shall not do any act that violates rights of PAUL Channel(s) provided under the Agreement and the rights of owners and producers of the programmes shown on these PAUL Channel(s).</p>
10.	<b>Obligations of the Distributor</b>	<p>a. The Distributor, shall, at its own cost and expense, cause the PAUL Channel(s) to be received only from the designated satellite(s) as notified by PAUL from time to time. The Distributor shall be responsible, at its sole cost and expense, for obtaining all Licenses and permits / permissions necessary for the foregoing.</p> <p>b. The Distributor shall take all necessary action to prevent any unauthorized access to PAUL Channel(s) in the Area and shall regularly obtain and provide to PAUL updated piracy reports. The Distributor, will, at its own cost, take appropriate remedial actions to curb piracy. In the event the Distributor fails to curb piracy, then PAUL shall be entitled to terminate the Agreement and disconnect/deactivate the PAUL Channel(s) in addition to any other legal or equitable remedies available to it.</p> <p>c. The Distributor further undertakes that it shall not, either itself or through others, copy, tape or otherwise reproduce any part of the PAUL Channel. The Distributor, further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify PAUL of any unauthorized copying, taping or use of any part of the PAUL Channel(s) and shall fully cooperate with all requests by PAUL to take such steps as are reasonable and appropriate to cause such activities to cease.</p> <p>d. The Distributor shall not misuse the PAUL Channel(s) and shall not conceal/misrepresent the number and details of their Subscribers connected to its Distribution platform in the area. The Distributor further confirms that it shall promptly inform PAUL in case of any change in the number of Subscribers.</p> <p>e. The Distributor shall not remove or shift or allow to be removed or shifted, the IRDs/Viewing card (Equipment) from the installation address or allow anybody else to do the same, without the prior written permission of PAUL and shall indemnify PAUL against any damage, destruction, theft or loss of the Equipment.</p> <p>f. The Distributor shall keep the Equipment in good and serviceable order and condition to the satisfaction of PAUL and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the technical cell of PAUL in the event of any mechanical/ technical fault in the Equipment.</p> <p>g. The Distributor is permissible to distribute the channels beyond the areas subject to compliance of the The Telecommunication ( Broadcasting and</p>

		<p>Cable) Services Interconnection ( Addressable Systems) Regulations, 2017.</p> <p>h. The Distributor agrees that it shall adhere to and strictly abide by the Regulations and Guidelines issued by the Ministry of Information &amp; Broadcasting (MIB) and TRAI from time to time as well as any amendments thereto. The Distributor acknowledges that it shall be deemed to have notice of any Regulations and Guidelines issued by MIB or TRAI, as and when the same are issued.</p>
11.	<b>Representation and Warranties of The Distributor</b>	<p>The Distributor undertakes, represents and warrants to PAUL as under:</p> <p>a. 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.</p> <p>b. It shall comply with all Laws and Regulations with respect to distribution of the PAUL Channel in terms of the Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any applicable Law, Rules and Regulations or Government Orders including Entertainment Tax, Service Tax and Education Cess thereon, etc. in relation hereof.</p> <p>c. The Distributor has further represented that it is not in breach of regulatory or contractual obligations to other service providers with whom it is connected.</p>
12.	<b>Packaging</b>	The Distributor shall package the PAUL Channel(s) in compliance with the applicable laws and Regulations as passed by the Authority.
13.	<b>EPG</b>	<p>The Distributor shall provide PAUL with its EPG policy.</p> <p>The Distributor shall not alter the channel number given to PAUL for a period of at least a year.</p>
14.	<b>Genre</b>	Genre of 9X TASHAN channel: Music
15.	<b>Termination</b>	<p>1. Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:</p> <p>(a) Material breach of this AGREEMENT by the other Party which has not been cured within thirty (30) days of being required in writing to do so;</p> <p>(b) The bankruptcy, insolvency or appointment of receiver over the assets of the other Party;</p> <p>(c) Any material licence necessary for Distributor to operate its platform being revoked at anytime.</p> <p>2. PAUL shall have the right to terminate this Agreement by a written notice to Distributor if :</p> <p>(a) PAUL discontinues the PAUL Channel(s) with respect to all distributors</p>

		<p>in the Territory and provides Distributor with at least ninety (90) days prior written notice.</p> <ol style="list-style-type: none"> <li>3. Distributor shall have the right to terminate this AGREEMENT on written notice to PAUL if Distributor discontinues its business and provides at least ninety (90) days prior written notice.</li> <li>4. This Agreement shall automatically terminate by efflux of time i.e., on the completion of the Term.</li> <li>5. PAUL may, terminate this Agreement by giving written notice of Three (3) weeks to the other party. Upon the termination of this Agreement, transmission of the PAUL Channel(s) by the Distributor shall be unauthorized and illegal and PAUL shall have the right to disconnect / deactivate the signals of the PAUL Channel.</li> <li>6. PAUL shall have the right to disconnect / deactivate the transmission of signals to the PAUL Channel(s) and terminate this Agreement subject to Applicable Laws and / or take any other action as may be appropriate, upon Distributor failing to provide monthly subscription reports.</li> <li>7. PAUL’s rights to terminate the Agreement shall be without prejudice to PAUL’s legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available in law.</li> <li>8. Upon the termination of the Agreement, the Distributor shall promptly return the IRDs and the Viewing Card(s) and remote, where applicable, to PAUL or its duly authorized representative in a good working condition immediately upon the termination of the Agreement.</li> </ol>
16.	<b>Force Majeure</b>	<p>If because of a Force Majeure Event, either party cannot perform its obligations for more than 60 days, then either party shall be entitled to terminate by giving Three (3) weeks written notice.</p> <p>“Force Majeure Event” means an event or cause beyond the reasonable control of the party claiming force majeure and not attributable to any default of that party including, but not limited to acts of government (including a suspension of either party’s license to perform obligations hereunder except due to the fault of such party), war, Agreements, strikes, lock-out, fire, terrorism, acts of God or other natural catastrophes, but excluding any failure by the Distributor to pay all or part of the Fees for any reason.</p> <p>During any Force Majeure Event the obligations of each of the party’s shall be temporarily suspended for such time that the Force Majeure Event continues.</p>
17.	<b>Indemnification</b>	<p>Each Party shall indemnify, defend, and hold harmless the other Party and its parent, officers, directors, employees, and agents (“Indemnities”) against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including, without limitation, reasonable attorneys’ fees) arising out of</p>

		any breach by the indemnifying Party of any provision herein, including any failure to comply with the Law.
18.	<b>Compliance</b>	The Distributor shall obtain all necessary rights, consents, clearances and approvals required to comply with its own obligations and otherwise comply with the Laws applicable to it in complying with such obligations. The term "Law" shall mean all Applicable Statutes, Enactments, Acts of Legislation or Parliament, Laws, Ordinances, Rules, Bye-Laws, Regulations, Notifications, Guidelines, Policies, Directives and Orders of any Government, Statutory Authority, Tribunal, Board or Court in India including, without limitation the MIB and the TRAI
19.	<b>No Waiver</b>	No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.
20.	<b>Audit</b>	<p>Distributor shall, once in a calendar year, cause audit of its subscriber management system, conditional access system and other related systems by an empanelled auditor to verify that the monthly subscription reports made available by the distributor to PAUL are complete, true and correct, and issue an audit report to this effect to PAUL.</p> <p>The audit shall be conducted by Auditors empanelled by Telecom Regulatory Authority of India.</p> <p>If due to audit any variation resulting in less than zero point five percent of the billed amount shall not require any revision of the invoices already issued and paid.</p> <p>In cases, where PAUL is not satisfied with the audit report received or, if in the opinion of PAUL the addressable system being used by the distributor does not meet requirements specified in the Schedule III of Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017, it shall be permissible to PAUL, after communicating the reasons in writing to the distributor, to audit the subscriber management system, conditional access system and other related systems of the distributor of television channels, not more than once in a calendar year: Provided further that if such audit reveals that additional amount is payable to PAUL, the distributor shall pay such amount, along with the interest at the rate specified above in clause 8, within ten days and if such amount including interest due for any period exceed the amount reported by the distributor to be due for such period by two percent or more, the distributor shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future. It shall be permissible to PAUL to disconnect signals of television channels, after giving written notice of three weeks to the distributor, if such audit reveals that the addressable system being used by the distributor does not meet the requirements specified in the Schedule III of Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017.</p>



		Distributor shall offer necessary assistance to auditors so that audits can be completed in a time bound manner.
21.	<b>Governing Law and Dispute Resolution</b>	<p>The Governing Law shall be the Indian Law, and, Telecom Disputes Settlement &amp; Appellate Tribunal (TDSAT) shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of /in connection with or as a result of the AGREEMENT.</p> <p>All those matters which do not fall within the jurisdiction of TDSAT shall be resolved pursuant to provisions of Arbitration and Conciliation Act 1996 as amended. Both PAUL and Distributor to appoint a sole Arbitrator. Parties agree that place of arbitration shall be Mumbai and the language of Arbitration Proceedings shall be in English.</p>
22.	<b>Confidentiality</b>	<p>The parties agree that they will not disclose to any person or otherwise make use of any secrets or confidential information concerning the terms or subject matter of this Agreement; and it will use all its reasonable endeavors to prevent the disclosure of any such secrets or confidential information by any third party.</p> <p><i>Provided, however, that the parties may disclose confidential information to a third party, but only to the extent such confidential information is:</i></p> <ul style="list-style-type: none"> <li>(i) already in the public domain or becomes available to the public other than through the act or omission of the party disclosing such information; or</li> <li>(ii) required to be disclosed under Applicable Law; or</li> <li>(iii) disclosed to its officers, employees, directors or professional advisors, provided that such party shall procure that such persons shall undertake to treat such confidential information as confidential.</li> </ul> <p>No announcement, Press Release or other comment relating to this Agreement or any matter referred to in it shall be made by or on behalf of either party without the prior written approval of the other party.</p>
23.	<b>Assignment</b>	<p>a. Notwithstanding anything contained in the Agreement, the Distributor shall not have the right, without the prior written consent of PAUL, to assign or transfer the Agreement or any of its rights or obligations. Upon any breach, actual, potential or threatened, of this clause, the Distributor shall be deemed to be unauthorized to distribute the PAUL Channel(s), and shall entitle PAUL to terminate the Agreement and deactivate/disconnect the PAUL Channel(s) and take any other measures as may be appropriate.</p> <p>b. PAUL may, at any time, assign the Agreement including, without limitation, its rights and obligations, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as PAUL vis a vis the Distributor. Such assignment by PAUL as aforesaid shall be effective on and</p>

		from the date as communicated in writing by PAUL to the Distributor.
24.	<b>Severability</b>	Any provision of this Agreement, which is invalid, illegal or unenforceable in any respect, shall be ineffective to the extent of that invalidity, illegality or unenforceability, without prejudice to the continuing operation of the remaining provisions of this Agreement.
25.	<b>Modifications</b>	The Agreement cannot be modified, varied or terminated orally, and any variation of the Agreement shall be mutually agreed in writing and executed by or on behalf of the Parties. Provided that PAUL reserves the right to renegotiate and vary the terms of the Agreement, pursuant to any Regulations stipulated by any Regulatory Authority or the Government or under any Law and the Distributor agrees to enter into and execute such modified Agreement.
26.	<b>Notices</b>	All notices given hereunder shall be given in writing, by personal delivery, or Registered Post AD, at the correspondence address of the Distributor and PAUL set forth in the Agreement, unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered Post AD only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post AD shall be deemed delivered on the third day from the date of such Registered Post AD.
27.	<b>Execution Requirements</b>	<p>1. If the Distributor is an individual or a sole proprietor:  Photograph of the cable network owner.  Proof of residence – Passport / Voter’s ID Card/ration card/Electricity bill / Income Tax Returns.  Self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.  Provided, that in the event another person executes the Agreement on behalf of such sole proprietor, a true copy of the power of attorney delegating such powers by the sole proprietor shall also be provided to PAUL.</p> <p>2. If the Distributor is a partnership firm:  Certified true copy of the registered Partnership Deed.  Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.  Photograph of the signatory.  Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.</p> <p>3. If the Distributor is a company:  The Certificate of Incorporation – certified by the Company Secretary / Director.  Memorandum and Articles of Association of the company.  Board resolution certified by the Company Secretary / Director authorizing the above named signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.  Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.  Photograph of the signatory.</p>

		<p>4. If the Distributor is a Hindu Undivided Family "HUF" The photograph of the Karta. The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns. The names of all coparceners and his/her relation with the Karta. Relevant documents, including any Partition Deed, Family Settlement Deed, etc. Copy of Passport / Voters ID / PAN Card / Driving Licence for signature verification attested by the Karta.</p> <p>5. If the Distributor falls into the 'Other' category Such documents as required by PAUL.</p> <p>6. Certified true copies of all applicable registrations/ licenses to operate as a distribution platform Operator.</p> <p>7. Duly filled Application request for seeking of signals as prescriber under Schedule II prescribed under The Telecommunication ( Broadcasting and Cable) Services Interconnection ( Addressable Systems) Regulations, 2017 attached herein as Annexure D.</p>
28.	<b>Counterparts</b>	This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the Agreement.
29.	<b>Designated persons</b>	<p>Designated Persons to receive request for receiving interconnection/Grievance redressal:</p> <p>Name: Mr. Amit Grover Email: amit.grover@9xmedia.in Telephone :0124- 6661999</p>

**IN WITNESS WHEREOF**, the undersigned parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the day and year first above written.

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**Paul Entertainments Private Limited**

By: \_\_\_\_\_  
Name:  
Title:

## Definitions

“active subscriber” for the purpose of these regulations, means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals;

“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;

“a-la-carte” or “a-la-carte channel” with reference to offering of a television channel means offering the channel individually on a standalone basis;

“Authority” means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);

“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 Telecommunication ( Broadcasting and Cable) Services Interconnection ( Addressable Systems) Regulations, 2017

“bouquet” or “bouquet of channels” means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly;

“broadcaster” 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;

“broadcaster’s share of maximum retail price” with reference to a pay channel or a bouquet of pay channels means any fee payable by a distributor of television channels to a broadcaster for signals of pay channel or bouquet of pay channels, as the case may be, and for which due authorization has been obtained by such distributor from that broadcaster;

“broadcasting services” means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;

“cable service” or “cable TV service” means the transmission of programmes including retransmission of signals of television channels through cables;

“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;

“compliance officer” means any person designated so, who is capable of appreciating requirements

for regulatory compliance under these regulations, by a service provider;

“direct to home operator” or “DTH operator” means any person who has been granted licence by the Central Government to provide direct to home (DTH) service;

“direct to home service” or “DTH service” means re-transmission of signals of television channels, by using a satellite system, directly to subscriber’s premises without passing through an intermediary such as local cable operator or any other distributor of television channels;

“distribution fee” means any fee payable by a broadcaster to a distributor of television channels for the purpose of distribution of pay channel or bouquet of pay channels, as the case may be, to subscribers and it does not include carriage fee;

“distribution platform” means distribution network of a DTH operator, multi- system operator, HITS operator or IPTV operator;

“distributor of television channels” or “distributor” means any DTH operator, multi-system operator, HITS operator or IPTV operator;

“electronic programme guide” or “EPG” means a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;

“free-to-air channel” or “free-to-air television channel” means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel;

“head end in the sky operator” or “HITS operator” means any person permitted by the Central Government to provide head end in the sky (HITS) service;

“head end in the sky service” or “HITS service” means transmission of programmes including retransmission of signals of television channels—

(i) to intermediaries like local cable operators or multi-system operators by using a satellite system and not directly to subscribers; and

(ii) to the subscribers by using satellite system and its own cable networks;

“interconnection” means commercial and technical arrangements under which service providers connect their equipments and networks to provide broadcasting services to the subscribers;

“interconnection agreement” with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channel;

“internet protocol television operator” or “IPTV operator” means a person permitted by the Central Government to provide IPTV service;

“internet protocol television service” or “IPTV service” means delivery of multi channel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;

“local cable operator” or “LCO” means a person registered under rule 5 of the Cable Television Networks Rules, 1994;

“maximum retail price” or “MRP” means the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay channel or bouquet of pay channels, as the case may be;

“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;

“network capacity fee” means the amount, excluding taxes, payable by a subscriber to the distributor of television channels for distribution network capacity subscribed by that subscriber to receive the signals of subscribed television channels and it does not include subscription fee for pay channel or bouquet of pay channels, as the case may be;

“pay broadcaster” means a broadcaster which has declared its one or more channels as pay channel to the Authority under the provisions of applicable regulations or tariff order, as the case may be;

“pay channel” means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers.

“programme” means any television broadcast and includes- (i) exhibition of films, features, dramas, advertisements and serials; (ii) any audio or visual or audio-visual live performance or presentation, and the expression “programming service” shall be construed accordingly;

“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;

“service provider” means the Government as a service provider and includes a licensee as well as any broadcaster, distributor of television channels or local cable operator;

“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;

“subscriber” for the purpose of these regulations, 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;

“subscriber management system” means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets of channels, a log of all actions performed on a subscriber’s

record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period.

tariff order” means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017;

“television channel” means a channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term ‘channel’ shall be construed as a reference to “television channel”.

**Annexure A**  
**A LA CARTE RATES**

<b>Channel</b>	<b>Maximum Retail price (Rs.)</b>
9X TASHAN	2/-



**Annexure B**

**Schedule VII of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017.**

Name of the channel	Number of subscribers on 7th day of the month	Number of subscribers on 14th day of the month	Number of subscribers on 21st day of the month	Number of subscribers on 28th day of the month	Average Active subscriber for Channel 9X TASHAN
9X TASHAN	A	B	C	D	$A+B+C+D/4$

Monthly subscription of 9X TASHAN channel shall be arrived at, by averaging the number of subscribers subscribing that channel, as the case may be, recorded four times in a month, as provided in this table. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

## Annexure C

### **Schedule III of Telecommunication (Broadcasting and Cable) Services Interconnection ( Addressable Systems) Regulations 2017.**

#### **Conditional Access System (CAS) and Subscriber Management System (SMS):**

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.

Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.

3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.

9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:

- a. Unique customer identification (ID)
- b. Subscription contract number
- c. Name of the subscriber
- d. Billing address

- e. Installation address
- f. Landline telephone number
- g. Mobile telephone number
- h. E-mail address
- i. Channel, bouquets and services subscribed
- j. Unique STB number
- k. Unique VC number.

12. The SMS should be capable of:

- a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
- b. Locating each and every STB and VC installed.
- c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

13. The SMS should be capable of generating reports, at any desired time about:

- i. The total number of registered subscribers.
- ii. The total number of active subscribers.
- iii. The total number of temporary suspended subscribers.
- iv. The total number of deactivated subscribers.
- v. List of blacklisted STBs in the system.
- vi. Channel and bouquet wise monthly subscription report in the prescribed format.
- vii. The names of the channels forming part of each bouquet.
- viii. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
- ix. The name of a-la carte channel and bouquet subscribed by a subscriber.
- x. The ageing report for subscription of a particular channel or bouquet.

14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

16. It shall be possible to generate the following reports from the logs of the CAS:

- a. STB-VC Pairing / De-Pairing
- b. STB Activation / De-activation
- c. Channel Assignment to STB
- d. Report of the activations or the deactivations of a particular channel for a given period.

17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.

20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

**(B) Fingerprinting:**

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.

2. The STB should support both visible and covert types of finger printing.

3. The finger printing should not be removable by pressing any key on the remote of STB.

4. The finger printing should be on the top most layer of the video.

5. The finger printing should be such that it can identify the unique STB number or the unique VC number.

6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.

7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.

8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.

9. The finger printing should be possible on global as well as on the individual STB basis.

10. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.

11. Scroll messaging should be only available in the lower part of the screen.

12. The STB should have a provision that finger printing is never disabled.

13. The watermarking network logo for all pay channels shall be inserted at encoder end only.

**(C) Set Top Box (STB):**

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Head-end.
5. The STB should be able to receive messages from the Head-end.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

**Annexure D**

**Schedule II prescribed under The Telecommunication ( Broadcasting and Cable) Services Interconnection ( Addressable Systems) Regulations, 2017**

Application form for request of signals of television channels

1. Name of the distributor of television channels:
2. The names of Owners/Directors/Partners of the distributor:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. Email address:
8. Copy of certificate of registration/ permission/ license (Attach a Copy):
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the distributor:
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:
11. Area wise present subscriber base of the distributor:
12. List of channels and bouquets for which signals of television channels are requested:
13. Service Tax registration number:
14. Entertainment Tax Number:
15. PAN No. (Attach a copy):
16. Are the CAS/ SMS in compliance with the regulations: YES / NO
17. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available:

\_\_\_\_\_

(Signature)

Date and Place

## DECLARATION

I \_\_\_\_\_s/o, d/o\_\_\_\_\_, \_\_\_\_\_ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of \_\_\_\_\_ (Name of Distributor of television channels), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

\_\_\_\_\_

(Signature)

Date and Place