

REFERENCE INTERCONNECT OFFER [NON-DAS]

FOR 9X MEDIA PRIVATE LIMITED USE ONLY

AGREEMENT NO.	_____
SALES PERSON	_____
DEALER REFERENCE	_____
SMS REFERENCE NO.	_____
CUSTOMER REFERENCE NO.	_____

Affix a Passport - size photograph of the Authorized Signatory & sign on the same such that half the signature is on the page and half is across the photograph.

This Subscription Agreement is executed at _____ on DD/MM/YYYY ("**Agreement**") by and between:

9X Media Private Limited, a company incorporated under the Companies Act, 1956, having an office at Solaris D, 5th Floor, Saki Vihar Road, Powai, Mumbai 400 072 (hereinafter referred to as "**9X**" 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;

AND

(**M/s**): _____ (hereinafter referred to as "**the Affiliate**")

(Affiliate shall mean a multi system operator including its agent or intermediary and/or, a cable operator who distributes, *inter alia*, satellite television channels *via* the Distribution System and shall also include link-operators and sub-operators of such multi system operator and/or cable operator.)

Affiliate's Status : Company Partnership Firm Proprietorship Firm
 Individual HUF Other

Name of Authorized Signatory (Mr./Ms): _____

Correspondence Address: _____

Landmark:	Village:	City/Taluka
District:	Pin:	State:
Tel. No. STD Code:	No.:	Mobile No.
Fax No. STD Code:	No.:	
E mail ID:		

Permanent Account No. :
& date of issue

Entertainment Tax :
Registration No. & date
of issue

Service Tax Registration :
No. & date of issue

Cable TV/ Post and :
Telegraph Registration
No. & date of issue

Installation Address :

Landmark:	Village:	City/Taluka
District:	Pin:	State:
Tel. No. STD Code:	No.:	Mobile No.
Fax No. STD Code:	No.:	
E mail ID:		

Contact Person:

Affiliate location: Main City/ Outside Main City/ Rural Area

[hereinafter referred to as the “Affiliate” 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.

9X and the Affiliate are hereinafter individually and collectively referred to as “Party” and “Parties” respectively.

WHEREAS:

- a) 9X is engaged in the distribution of Channels as set out in Annexure A, in India.
- b) The Affiliate is engaged in the business of distribution of television channels through the Distribution System.
- c) The Affiliate is desirous of distributing the Subscribed Channels in the Area to the Subscribers and in this regard has approached 9X for this purpose.

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

1. COMPLIANCE OF THE GENERAL TERMS AND CONDITIONS

- 1.1 The Terms and Conditions along with the Schedules to the Agreement have been handed over to the Affiliate and the same have been read, understood and agreed upon between the Parties. With the execution of this Agreement, the Affiliate is also deemed to have executed the Terms and Conditions along with the Schedules annexed thereto.
- 1.2 Unless defined hereunder, the capitalized terms used herein shall have the meaning as ascribed to them in **Schedule I** to the Terms and Conditions.
- 1.3 The Channels distributed by 9X and the Subscribed Channels are set out in Annexure A hereto.
- 1.4 The Parties agree that (i) the Terms and Conditions, (ii) Schedule I to the Terms and Conditions (Definitions) and (iii) Annexure A to this Agreement, form integral part of this Agreement and shall be deemed to be incorporated herein and failure to comply with any of the terms and conditions mentioned in any of the said Schedules and Annexure A, shall constitute a breach of this Agreement.
- 1.5 Unless the context requires otherwise, 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 and the word ‘person’ shall include corporations, partnerships, proprietorships, association of persons and any other entity.

2. AFFILIATE REGISTRATION

2.1 The Affiliate represents that it has a valid Registration Certificate under the Cable Television Networks (Regulation) Act, 1995 for running a cable television network and shall provide a copy of the same at 9X's request, failing which 9X has the right under law to terminate this Agreement and disconnect the signals of the Subscribed Channels provided to the Affiliate.

3. **AREA**

3.1 'Area' shall mean only the areas stated below within which the Affiliate shall distribute the Subscribed Channels to the Subscribers through the Distribution System:

3.2 It is hereby expressly agreed that the Affiliate has not implied or express authority or permission to distribute the Subscribed Channels by virtue of the present Agreement; to hotels, bars, restaurants, cinema halls/theatres, pubs, guest houses, hospitals, public viewing areas, stadiums, clubs, industrial townships, or other commercial subscribers, or the like, for which a separate written agreement shall be required to be executed.

3.3 If the Affiliate fails to adhere to its obligations mentioned herein, the Affiliate shall be deemed to have unauthorized access to the signals of the Subscribed Channels and 9X shall have the right to terminate the Agreement and disconnect/deactivate the Subscribed Channels in addition to any other legal or equitable remedies available to it.

4. **TERM:**

4.1 This Agreement is valid from _____ to _____, unless earlier terminated by either Party in terms of this Agreement. However, if the Parties agree to extend the Term, a new agreement shall be executed upon such mutually agreeable terms and conditions.

5. **SUBSCRIPTION FEE:**

5.1 The Subscription Fee is based only on the declared number of Subscribers by the Affiliate. The Affiliate shall pay to 9X, the Subscription Fee, for the Subscribed Channels, every month in advance, as detailed in Annexure A hereof, as applicable and modified/amended from time to time. The Affiliate shall pay to 9X or its assigned dealer the Subscription Fee by demand draft/pay order drawn in favor of "9X Media Pvt. Ltd.", unless 9X provides a written approval to the Affiliate to pay the Subscription Fee by cheque in favor of "9X Media Pvt. Ltd.".

5.2 If during the Term of the Agreement the Affiliate desires to amend the Subscribed Channels, 9X may authorize such amendment subject to payment of such fees as may be specified by 9X.

5.3 Affiliate shall be obliged to provide 9X at the time of execution of this agreement, a complete list of its affiliated Cable Operators, sub-operators, its direct subscribers and subscribers of the affiliated Cable Operators, receiving signals of the channels. The Affiliate shall, where applicable provide its complete 'Subscriber Line Report' (SLR) and the SLR of its affiliates. This 'list of cable operators with complete details of their subscribers' or the detailed SLR, shall be taken into account while finalizing the 'Subscribers Base'. Provided however, where the detailed list of subscribers or SLR, as applicable, is not readily available at the time of executing this Agreement, the Affiliate, after seeking written permission from 9X, shall provide the same within One month of the execution of the agreement.

5.4 In the event of any increase in the number of Subscribers with respect to the Subscribed Channels, the Subscription Fee shall be calculated on the increased subscription base. 9X has the authority to verify the number of Subscribers in the area and demand the appropriate amount from the Affiliate in that regard. The Affiliate agrees that the Subscription Fee shall not reduce below what is stated in Annexure A, as may be amended/ modified from time to time.

5A. **REGULATORY COMPLIANCES**

It is agreed by the Affiliate that 9X need to submit various reports/details with TRAI and other applicable regulatory authorities on time to time basis. Hence, it is agreed by the Affiliate to provide all the details to 9X as are listed in Annexure B, while executing the Agreement. In case of any change in given details, same shall be informed to 9X within 7 days of such change. It is the wholesome duty and responsibility of the affiliate to provide these details to 9X, in case of negligence which, apart from termination of the Agreement, all the cost and consequences shall be borne and bear by affiliate only.

6. **ADDITIONAL CHARGES:**

6.1 **DSR(s):** In the event the Affiliate requests, 9X shall, at its discretion, supply or cause to supply the Equipment upon payment of the following charges:

6.1.1 **Security Deposit:** Simultaneously upon execution of this Agreement, the Affiliate shall pay interest free refundable security deposit ("Security Deposit"), per DSR.

6.1.2 **Processing Fees:** Simultaneously upon execution of this Agreement, the Affiliate shall pay one time non-refundable processing fee per DSR as per 9X policy.

6.1.3 **Courier/Taxes:** The Affiliate shall pay the courier charges, octroi, taxes, and other levies and transportation charges, if any, for the Equipment on actuals.

6.2 The abovementioned charges shall be levied on a one time basis during the Term of the Agreement. It is expressly agreed between the Parties that if within one month of the request made, the Affiliate does not intimate 9X of the receipt or non-receipt of the Equipment then it will be deemed that the Affiliate has received the Equipment.

7. TERMINATION:

- 7.1 This Agreement shall automatically terminate by efflux of time i.e. on the completion of the Term.
- 7.2 Either of the Parties may, terminate this Agreement at any time by giving written notice of Three (3) weeks to the other Party. Upon the termination of this Agreement, distribution of the Subscribed Channels by the Affiliate shall be unauthorized and illegal and 9X shall have the right to disconnect/deactivate the signals of the Subscribed Channels.
- 7.3 9X shall have the right to disconnect/deactivate the distribution of signals to the Subscribed Channels and terminate this Agreement subject to Applicable Laws, and/or take any other action as may be appropriate, upon the occurrence of any of the following:
- 7.3.1 If the Affiliate is in breach of any of the provisions of the Agreement;
- 7.3.2 In the event the Affiliate fails to pay the Subscription Fee as and when it becomes due and payable as set out in the Agreement;
- 7.3.3 In the event of non-compliance of the Telecommunication (Broadcasting & Cable Services) Interconnect Regulations, 2004 dated 10 December 2004 (as amended from time to time) and failure on the part of the Affiliate to provide the names, addresses and details of the sub-operators, link operators, cable operators and details of the Subscribers;
- 7.3.4 In the event of failure on the part of the Affiliate to place the Subscribed Channels on the frequency and band as set out in Annexure A;
- 7.3.5 In case of bankruptcy or insolvency of the Affiliate;
- 7.3.6 In case of dissolution of the partnership or winding up proceedings against the Affiliate;
- 7.3.7 In the event of assignment of the Agreement by the Affiliate without prior written approval of 9X;
- 7.3.8 If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels in the Area;
- 7.3.9 If the Affiliate in any manner jeopardises or interferes with 9X's intellectual property rights in the Subscribed Channels or part thereof;
- 7.3.10 In the event 9X is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of 9X to provide the Subscribed Channels or any part thereof to the Affiliate or limit the Affiliate's right or authorisation to distribute the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts 9X to provide the Subscribed Channels to the Affiliate under the terms of this Agreement;
- 7.3.11 If the Affiliate's registration under the Cable Television Networks (Regulation) Act, 1995 is cancelled and/or not renewed;
- 7.3.12 If the Affiliate is in breach of any of its representations, obligations, warranties contained in this Agreement.
- 7.4 Parties agree that if any of the agreements between 9X and its licensors relating to 9X's right to distribute any of the Subscribed Channels in the Area is terminated, then this Agreement shall be terminated.

8. ENTIRE UNDERSTANDING:

- 8.1 The Agreement along with its Schedules and Annexure A contains the entire understanding between the Parties with respect to the subject matter covered herein.

9. GOVERNING LAW AND DISPUTE RESOLUTION:

- 9.1 The substantive rights and obligations of the Parties under the Agreement shall be governed by Indian Law.
- 9.2 The Affiliate agrees that it shall not seek injunctions or other interim/ad-interim orders from any court or judicial authority/tribunal in India save and except the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("TDSAT"). The Parties agree that all disputes between the Parties relating to issues arising under this Agreement shall be resolved solely through proceedings instituted before the TDSAT.

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

Signed for & On behalf of
9X MEDIA PVT. LTD.,

Name:
Designation: Authorised Signatory

Recommended by:
Name & Designation:

9X Media Pvt. Ltd.
Date:

Witness:
1. _____

Signed for & On behalf of
AFFILIATE,

Name:
Designation: Authorised Signatory

Checked by
Name:

Dealer's signature and Stamp

Witness:
1. _____

ANNEXURE A

1. Subject to the terms and conditions of the Subscription Agreement, the Affiliate shall pay to 9X the following Subscription Fee:

Tick Box (<input checked="" type="checkbox"/>)	Channel(s)	No. of Subscribers	A-la-carte Rate Per Subscriber Per Month ("PSPM")	Subscription Fee
<input type="checkbox"/>	9XM		7	
Total Subscription Fee				

9X Jhakaas 9X Jalwa & 9XO are Free to Air Channels.

2. The above Subscription Fee is calculated on the basis of number of Subscribers of the Affiliate as of the date of this Agreement. In the event of any increase in the actual number of Subscribers of the Affiliate, any time during the Term of the Agreement, the Subscription Fees shall be calculated on the increased Subscriber base and increased accordingly. The Affiliate agrees that the Subscription Fee shall not reduce below what is stated in this Annexure 'A'.
3. The Affiliate has requested for permission to pay above Subscription Fee in the following mode and 9X has agreed for the same.

Mode (Monthly/ Quarterly/ Half-yearly/ Annually)	Subscription Fee (Rs.)	Payable By (Mention only date)

4. The Affiliate shall pay to 9X, in addition to the Subscription Fee, all applicable taxes (including service tax), cess (including education cess), levies, charges, duties, bank fee, transfer fee, etc. The amounts contemplated herein shall be payable by Demand Draft in favour of "9X Media Private Limited" at its regional office or any other place as may be specified by 9X from time to time.
5. In terms of Clause 5.3 of the Terms and Conditions, the Affiliate shall carry the above Channel(s) as under:

Channel	DSR No.	Viewing Card no.	Band	Frequency
9XM				

ANNEXURE B
Details to be provided by Affiliate

1	Region	
2	Affiliate Name	
3	Address of Affiliate	
4	Affiliates' District Name	
5	Affiliates' State Name	
6	Affiliates' Telephone No.	
7	Affiliates' Mobile No.	
8	Affiliates' E-Mail ID	
9	Terms of Hiring of IRD	
10	Contract No.	
11	Date of Entering Contract	
12	Date of Expiry of Contract	
13	No. of Channels	
14	Details of Channels	
15	Subscriber Base	
16	Rate PSPM	
17	Any Discount in Non DAS Areas.	