



Reference Inter-connect Offer

(For distribution of Services/Channels through Cable Platform (Via Analogue mode to the Subscribers other than Commercial Subscribers)

NEO SPORTS BROADCAST PRIVATE LIMITED

Regd. Office: Nimbus Centre, Oberoi Complex, Andheri West, Mumbai - 400053

Date: 20th March 2009

INTRODUCTION

1. This Reference Inter-connect Offer (RIO) is published by NEO Sports Broadcast Private Limited (NEO) pursuant to the Inter-Connection Notifications/Regulations (including the notification dated 17th March 2009) issued by TRAI. This RIO, to be effective from 1st April 2009 supersedes any previous RIO published/circulated by NEO and will remain in force till superseded by any subsequent RIO published by NEO.
2. This offer is made to and is capable of acceptance by (subject to the execution of a binding Inter-connect agreement) by any MSO/Cable Operator in India that has a valid Registration/license to distribute the channels through its cable network in any part of the territory of India.
3. The RIO contained herein is structured to resemble an agreement such that NEO and the MSO/Cable Operator may execute a binding agreement based on the same with de-minimize changes if required.
4. In the interests of harmonious commercial relationships, any MSO/Cable Operator that wishes to accept NEO's RIO must ensure that the said MSO/Cable Operator and its Affiliate/related Companies have cleared any outstanding payments due to NEO and/or its Affiliate/related Companies.

Conversely, should any MSO/Cable Operator or Affiliate/related Company be owed any overdue payments by NEO or its Affiliate/related Companies, NEO will ensure that such overdue payments are cleared before entering into an agreement pursuant to this RIO.

I. DEFINITIONS AND INTERPRETATION

ARTICLE : I. DEFINITIONS AND INTERPRETATION

Affiliate – shall mean and include a Multi System Operator/Cable Operator, including its Agent(s) or Intermediary(ies) and/or a sub –operator(s), who is authorized by NEO as per the terms of this Agreement to subscribe the agreed Channels in order to further distribute the same to its Ordinary Cable Subscribers (via Permitted Distribution System) directly and/or through its Agents/Intermediaries

Affiliate shall include its successor, legal heirs, executors and administrators in the case of a sole proprietorship; successors and permitted assigns in the case of a company; the partner or partners for the time being and karta and coparceners in the case of a Hindu Undivided Family (“HUF”) as may be applicable;

Agreement : means this Affiliate Agreement together with its Schedules/Annexures attached to and forms part of this Agreement as may be amended from time to time.

Agent – shall mean any person including an individual, group of persons, public or body corporate, firm or any organization or body who, put, employ or install any devise/joint or otherwise is allowed to access the Channels/Service or any part thereof through the Affiliate’s Permitted Distribution System and includes in-puters/jointers /link operators/ sub-cable operator by whatever name called, who have been authorized by the Affiliate to make the Service available to its Subscriber and the Affiliate shall be deemed to be acting as Principal thereof. They may also be called and referred as the Intermediaries.

Applicable Laws – shall mean and include any law, regulation, direction, notification, policy, guidelines, 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.

"Channels" : means such satellite-based televisions channels which have been subscribed by the Affiliate for further distribution to its Subscribers as per the terms of this Agreement and as mentioned in Annexure-A attached to the Agreement.

“Commercial Cable Subscriber” means any person, other than a Multi System Operator or a cable operator, who receives the Service at a place indicated by him to a NEO/broadcaster, multi system operator or cable operator, as the case may be, and uses such signals for the benefit of his clients, customers, members or any other class or group of persons having access to such place, which *inter-alia* includes Commercial Establishment(s).

“Commercial Establishment” : includes the establishments which avails/subscribes the Services in order to distribute/transmit the same as integral or part of the services to its main services being provided to its customers/employees/members and/or to use the same for its own members, which *inter-alia* includes Hotels, Guest houses, lodges, Pubs, bars, clubs, hospitals, banks, offices and factories etc.

Equipment – shall include IRDs and the Viewing card(s).

Integrated Receiver Decoder (IRD) – shall mean a device, decoder, receiver cum decoder that is able to receive and/or decode the Service; while used in conjunction with a Viewing card by the Affiliate and which has a recommendation/approval of NEO on the basis or mutually agreed parameters between the parties.

"Intellectual Property Rights" : includes all intellectual property rights owned and/or licensed to at present and/or to be owned by and licensed to NEO and/or the Channel/Service owners in future; which *inter-alia* includes copyright, trade name, trademark, service mark, trade secrets, rights of attribution, integrity and similarly afforded "moral rights," and any other intellectual or proprietary rights of any nature whatsoever in any part of the world, which belongs to NEO and/or its associate/Group Companies

Material Breach – shall include but not be limited to any of the following breaches of the terms and conditions of this Agreement –

- 1) Non-payment/part payment of the Subscription fee as per the terms of this Agreement.
- 2) Providing untrue Statement/warranties and/or in the event of a statement /warranty of the party is found to be untrue.
- 3) Change of location of IRDs/ Viewing cards by the Affiliate without consent of NEO.
- 4) Under disclosure or wrong disclosure of Subscriber base and /or non providing the (true and correct) List of Subscribers,
- 5) provision of Services by the Affiliate in any other mode except analogue mode and
- 6) Any other breach affecting the NEO business adversely including but not limited to non-compliance of any statutes.

Multi System Operator – means any person who receives a broadcasting service from a broadcaster and/or their authorized agencies at its Cable Network and re-transmits the same to its consumers and/or retransmits the same to one or more cable operators and includes his/her authorized distribution agencies.

Ordinary Cable Subscriber” means individual/household /Customer who receives the Channels/Services from the Affiliate at a place indicated by him to the Affiliate and use the same for his own domestic/viewing purpose, without further transmitting it to any other person. The term may also be used as Customer or Subscriber **for the purpose of convenience under this Agreement.**

Permitted Distribution System – shall mean a system of distribution of the Television channels to the Ordinary Cable Subscribers only in analogue mode through the Cable Television Network of the Affiliate as defined under the Cable Television Networks (Regulation) Act, 1995. The Distribution System would not include distribution of the Subscribed channels through any language other than the agreed designated language and shall also not include any other method such as digital mode, head-ends in the sky, Direct to Home, Multi point Microwave distribution system/multi channel multi point distribution system, Triple play, terrestrial transmission, mobile tv or through Cellular mobile networks etc. or any other medium or technology or device.

"Premises": means the location set out in the Annexure A of the Agreement at which the IRD(s) are to be installed/housed and used in accordance with the provisions hereof;

“Service” : Channels being subscribed in bouquet may be referred to as **Service. However the term Channel and Service may be inter-changed for the purpose of convenience under this Agreement.**
Subscriber – means Ordinary Cable Subscriber but excluding the Commercial Establishments/Commercial Cable Subscribers.

"Subscription Fee/charges": means the fee/amount payable by the Affiliate to NEO for subscribing the Service, and all revisions thereof, as varied by NEO from time to time;

Territory – shall mean the area referred to in Annexure A of the Agreement, within which the Affiliate is authorized to distribute the Services/Channel(s) through Permitted Distribution System to its declared Subscribers:.

The title of this Agreement and its headings are used for convenience only and shall not affect the interpretation of this Agreement.

Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders and reference to an individual shall include his personal representative, successor or legal heir.

II. AUTHORIZATION & RIGHTS :

(A) On the basis of and in reliance upon the representation, warranties and declaration made by the Affiliate particularly of its Subscriber base, NEO hereby grants to the Affiliate the non-exclusive right (during the Term of this Agreement) to subscribe the agreed Channel(s)/Service in order to distribute the same to the Ordinary Cable Subscribers of the Affiliate (as declared by the Affiliate in Annexure A of this

Agreement to be supported by a list agreed to be provided by the Affiliate thereof as per the terms of this Agreement) only through Permitted Distributed System in the Territory as agreed and specified in Annexure A attached to this Agreement.

(B) It is agreed that the above said rights/authorization are granted subject to and conditional upon the performance by the Affiliate all of its obligations and compliance of the provisions of this Agreement; particularly payment of Subscription fee by the Affiliate, mere possession of the Equipment(s) shall not entitle the Affiliate to receive and or distribute the Service. It is further reiterated and agreed that the *above-said* authorization (for subscribing the Channel(s)/Services for further distribution) to the Affiliate is confined to distribution of the Channel(s)/Services only :

- in the designated Territory
- in agreed designated language
- through Permitted Distributed System and
- to the number of Subscriber as declared by the Affiliate in Annexure-A

(C) All rights/authorization not specifically granted to the Affiliate in this Agreement shall remain with, NEO and NEO reserves the right to provide the Service to other Affiliates/Operators for the purpose of distributing the Service at its sole discretion.

(D) It is hereby agreed to that unless otherwise agreed, the authorization granted to the Affiliate is confined only to Ordinary Cable Subscribers as declared by the Affiliate and further the Affiliate is not entitled to distribute the Channel(s)/Services to Commercial Cable Subscribers/Commercial Establishment. It is further agreed that the Affiliate undertakes to subscribe and distribute the Service/Channel in agreed designated language only and shall not change or use the language other than the authorized one.

III. Term:

(A) Unless terminated earlier as per the terms of this Agreement, The Term of this Agreement will be for a minimum period of 1 year, commencing from _____ to _____, and may be renewed by either party on mutually agreed terms and conditions.

(B) In case the Affiliate intends to extend the Term of this Agreement, it shall give NEO a written notice two (2) months prior to the expiration of the Term, for its intention for such extension, upon which the parties shall negotiate the terms and conditions which shall apply to such extended Term.

Provided that in case the parties fail to arrive at consensus on the terms of the extension, this Agreement shall expire on _____.

Provided further that if the negotiations for renewal of the interconnection agreement continue beyond the due date of expiry of the existing agreement then the terms and conditions of the existing agreement shall continue to apply till a new agreement is reached or for the next three months from the date of expiry of the original agreement, whichever is earlier. However, once the parties reach an agreement, the new commercial terms shall become applicable from the date of expiry of the original agreement.

Provided further that if the parties are not able to arrive at a mutually acceptable new agreement, then any party may disconnect the retransmission of TV channel signals at any time after the expiry of the original agreement after giving notice in pursuance to the applicable Statute and the commercial terms of the original agreement shall apply till the date of disconnection of signals.

(C) In case no new agreement is executed by the parties after expiry of this agreement and the signals of the Channel(s)/Services are continued by NEO the same will be deemed to be provided on monthly basis on the same terms and conditions unless otherwise determined.

IV. NEO Obligations :

(A) NEO shall make available the agreed Channel(s)/Service to the Affiliate through designated Satellite and as per the terms and conditions of this Agreement, which shall be subject to compliance of all the terms by the Affiliate.

In case NEO discontinue any Channels which form part of the Service, it shall do so by giving the Affiliate a reasonable notice and subject to reduction of the Subscription fee.

(B) NEO shall raise and dispatch the monthly Invoice shall issue monthly invoices to the Affiliate, however non-receipt of dispatched invoice will not relieve the Affiliate from its obligation to make the payment of Subscription fee as per the terms of this Agreement.

(C) In case the Affiliate intends to take the Equipment from NEO after settlement of all the terms and execution of this Agreement, NEO hereby agrees to make available the same to the Affiliate as per the terms and conditions of this Agreement. NEO shall return the Security deposit on receipt of the Equipment(s) subject to terms and conditions of the Agreement.

(D) NEO shall take all necessary approvals and permissions as may be laid down by law and shall comply with all the applicable statute including the Rules, notifications and orders issued by the requisite Authority .

(E) Reservation of Rights

It is agreed that NEO shall reserve the right to :

- commence or continue to provide the Services directly or indirectly to Subscribers through any other platform..
- appoint other Affiliate in the Area;
- Schedule the programs of the Channels, change the said schedule and/or withdraw the program from the Channel.
- discontinue any Channel at its discretion without any obligation. In the event any Channel is withdrawn from the Service, the Subscription Fee shall be adjusted accordingly but the Affiliate is not entitled to any other claim against NEO.

It is agreed that NEO has the sole and exclusive right and privilege to determine which program, advertisements, messages and content and the like which shall be included in the Channel(s)/Service and reserves the rights to change or withdraw the same at any time without any prior notice to the Hotel.

V. Affiliate's Obligations :

The Affiliate agrees and covenants to comply with following terms and conditions in addition to other terms mentioned in the Agreement :

A) Subscription, Reception and Distribution :

(1) The subscription of the Channel(s)/Services by the Affiliate is solely for the purpose of further distribution in the agreed Territory to its Ordinary Cable Subscribers (as declared by him) through Permitted Distributed System.

(2) The Affiliate shall download and receive, at its own expense & cost, the signals of the subscribed Channel(s)/Service, only from the designated satellites and distribute through the approved Equipments and mode as specified by NEO.

(3) The Affiliate shall ensure reception and distribution of the Channel(s)/Service on a separate, dedicated network for reception by its Subscribers in analogue mode and designated/agreed language only. The Affiliate also agrees to maintain a high quality of signal transmission for the subscribed Service to its Subscribers without any disturbances, disruptions or interruptions.

(4) The Affiliate agrees and undertakes that it shall distribute and ensure continuous distribution of the Service (by it and/or its Agent(s)/Intermediaries) in its entirety, during its telecast, in the same manner as it is received without any modification, including any scrolling, imposing or superimposing of advertisements or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation, and blacking it out in any manner whatsoever.

(5) The Affiliate is authorized to supply the Services directly or through its Agents/Intermediaries only to such numbers of Subscribers whose details have been provided/ disclosed to NEO. It is further agreed that whenever the Services are provided through the Agents/Intermediaries by the Affiliate, all the terms and conditions of this agreement will be binding upon such Agent(s). The Affiliate shall also intimate to NEO the details of such Agents (which includes their Names & Addresses, their connectivity etc.) and shall be responsible for deed, acts and action of its Agents .

(6) NEO has the sole and exclusive right and privilege to determine which program, advertisements, messages and content and the like which shall be included in the Channel(s)/Service and reserves the rights to change or withdraw the same at any time without any prior notice to the Affiliate. In addition NEO reserves the right to form a new/separate bouquet of channel(s) at any time, subject to applicable law, rules, regulations or government order.

B) Records, Reports and Audit :

(1) The Affiliate shall keep proper and up-to-date records with respect to the Service which *inter-alia* includes the details (i.e. name & address, billing & payment, channels subscribed and other relevant details) of its Subscribers and shall also keep a proper and up-to-date records/details (which includes i.e. name & address, billing & payment, channels subscribed and other relevant details) of its Agents/Intermediaries along-with their exact Subscriber base; (hereinafter collectively called “**the Records**”). The Records shall clearly specify the exact number of the Subscribers being serviced by the Affiliate directly and the exact number of Subscribers being serviced by its Agent(s).

(2) The Affiliate shall provide the (location-wise) extracts/copy of the Records and such report with respect the Service including subscriber base (hereinafter called "the Report"), in accordance with the format and medium as may be specified by NEO from time to time, and shall send an updated copy of the same to NEO within Seven days after expiry of every month and/or within seven days of the demand made by NEO. In addition the Affiliate shall make available the Records and other papers/documents/details relating to the Service for inspection and Audit to the authorized representative(s) of NEO, during the Term and within one year after expiry of the Term. The Affiliate shall also allow the authorized representatives of NEO to have access to such papers and Records as required by NEO from in order to inspect and /or to take copies of them.

(3) It is agreed between the parties that in case on any change in the number of Subscriber (services by the Affiliate either directly or through its Agents), and/or in case the Affiliate intends to distribute the Channels to more subscribers than declared, he shall promptly inform the same to NEO and take authorization from NEO for the same.

C) Equipments :

(1) Subject to terms and conditions of the Agreement, NEO, on demand by the Affiliate, shall make the Equipments available to the Affiliate at an address specified by NEO and the Affiliate shall, at its own cost, collect the Equipments from the said designated address. The said Equipments shall be returned by the Affiliate, on expiry or termination of this Agreement at the designated address of NEO at its own cost.

It is hereby clarified that in case all the other terms have been agreed for subscribing the Channels/Service, only then the Affiliate may demand the Equipment from NEO.

(2) The Equipment shall remain the property of NEO and except as otherwise provided in this Agreement, no right, title or interest in the Equipment(s) shall pass to the Affiliate by virtue of this Agreement. The Affiliate agrees not to temper, alienate or part with possession of the Equipment(s) or pledge and/or create charge upon them to and/or in favour of any third party without the prior written approval of NEO.

(3) The Affiliate shall use and maintain the Equipment(s) in accordance with the manufacturer's instructions and will keep the Equipment(s) in good repair/running condition and working order and have them insured at its own costs. The Affiliate assumes the risk of damage to the Equipments on collection and will indemnify to NEO in case of loss or damage of the same .

(4) The Equipment(s) shall be kept at Premises and the Affiliate shall not transfer them from the said Premises without the prior written approval of NEO.

(5) NEO shall replace the Equipment(s) in case of malfunctioning, however if it is found that the Affiliate has not used the Equipment(s) as per the instruction of manufacturer/NEO, the Affiliate shall be liable to make good the cost of the same. It is further agreed that NEO shall not be liable to the Affiliate for any direct, special, consequential or indirect loss arising out of or by using the said Equipments.

(6) It is expressly understood and agreed between the Parties that NEO shall have no liability or obligation whatsoever under this Agreement, towards the Affiliate or the Subscribers, arising from and in respect to:

- any defect or damage in Equipment(s);
- Any defect in the Equipment attributable to or resulting from any unauthorized or improper use, tempering, negligence or failure to follow the NEO/Manufacturer's instruction, or any use of the Equipment(s)/IRD with any apparatus or equipment not authorized by NEO;
- any action or failure to act or default on the part of any Equipment distributor or installer.
- any indirect or consequential loss resulting or any other default on the part of NEO or any of its officers, employees, suppliers, distributors or agents or any vendor of Equipment(s).

D) Subscriber base & Territory :

(1) The Affiliate is required to intimate to NEO at the time of execution of this Agreement - the number of Subscribers being/to be serviced by it directly and by its authorized Agents, (a list of which is to be attached by the Affiliate along with their subscriber base). The Affiliate shall provide Subscriber Line Report (SLR) and/or other details as required by NEO for verifying the Subscriber base of the Affiliate.

(2) It is expressly acknowledged that the Subscriber number/base have been determined and specified in the Annexure A of this Agreement solely on the basis of and in reliance upon the representation and declaration made by the Affiliate of its Subscription base at the time of execution of the Agreement which is subject to verification by NEO.

(3) The Affiliate agrees to distribute the Service only to the declared number of its Subscribers and in case Affiliate is desirous of providing the Service/Channel to more number of Subscribers than declared by the Affiliate in the Agreement , i.e. if there is any increase in number of its subscriber's base, it is obligatory on the part of the Affiliate to intimate the enhanced subscription base immediately to NEO for authorization and pay the subscription fee on the increased base.

(4) The subscriber base agreed upon by the parties at the time of execution of the Agreement shall remain fixed during the course of the agreement except in exceptional circumstances that warrant an increase or decrease in the subscriber base. In such an eventuality, the party seeking a change in the subscriber base to provide reasons and available evidence to other party for the proposed change.

Provided further that any change in the subscriber base of Affiliate on account of any Agent/cable operator joining or leaving the network of the Affiliate shall be equal to the subscriber base of the Agent /cable operator, joining or leaving the network . However in case the said Agent/cable operator has added some other network, increased the area of its service or the subscriber base of the Agent is increased, the subscriber base will be changed accordingly.

(5) The Affiliate hereby undertakes that it shall distribute the Channel(s) only in the agreed Territory and in case it intends to expand its area of operation, it shall seek prior authorization from NEO and pay the subscription fee on the increased base for such expanded area and any distribution of the subscribed Channel(s) in the non agreed areas or more than the declared number of subscribes without prior authorization from NEO will be deemed as distribution without authorization and will also constitute a material breach.

(6) The Affiliate is obliged to declare the exact area of its operation and the true subscriber base to NEO and send an updated list thereof as per the terms and conditions of this Agreement. In case after verification NEO arrives at the opinion that the Affiliate has been distributing the Services in the Area other than authorized Area and /or to the number of Subscribers receiving the Service are more than the number

declared by Affiliate and/or the area being served by the Affiliate is larger than the declared one; NEO may, upon notice to the Affiliate, increase the Subscription Fees and the Affiliate agrees to pay the increased Subscription Fees in accordance with the provisions hereof, without raising any dispute in this regard, unless he proves, within five days from such notice, that the opinion of NEO is based on wrong information/assumption .

E. Subscription Fee and other payment:

(1) **The Affiliate agrees to pay to NEO the following** and all other dues as mentioned in the Agreement without any deduction or set-off, by way of a DD/pay order payable at par which shall be drawn in favour of “Neo Sports Broadcast Pvt. Ltd.”:

- the Subscription Fee and/or all revisions or modifications thereof in consideration of subscribing the Service,.
- The Subscription fee Charges shall be paid by the Affiliate in advance on or before 5th day of every month/quarter as the case may be.
- an interest free refundable security deposit of INR Rs. _____/- (Rupees _____ Only), against IRD boxes, which will be refunded as per the terms specified in this Agreement.
- All the present and future taxes & duties (including Service Tax) and
- Any other payments statutorily required to be made by the Affiliate.

(2) All payments shall be paid net of (a) all taxes and charges or levies; (b) any bank of transfer or similar fees or charges and the liability of all taxes & duties including the Service tax or statutory charges shall be solely of the Affiliate.

(3) It is acknowledged that Subscription fee as specified in the Annexure A of the Agreement is determined on the basis of the Subscriber base declared by the Affiliate. It is reiterated that the Subscription fees is based upon and calculated on the basis of declared subscriber base (and multiplied by the price of the Channels) and in case it is found that the subscriber base was wrongly declared and/or more than the declared subscriber base, the subscription fee will be charged on the basis of increased subscriber base from retrospectively.

(4) The Company reserves its right to revise the aforementioned subscription fee or the subscription pricing policy from time to time. Upon such revision, the Affiliate agrees to pay the revised Subscription Fee.

(5) It is expressly agreed between the Parties that the Affiliate shall be liable to make the above said payment Fees irrespective of the fact whether the Affiliate is able to collect the same from the Subscribes or not and irrespective of the fact whether the invoices are received by him or not.

(6) The Affiliate agrees to make the payment on or before the due dates and in case of any revision of the subscription fee by NEO, the Affiliate agrees to pay the revised fee with immediate effect without any dispute. In case the Affiliate has paid the fees in advance, the differential amount of the subscription fees on a pro rata basis, from the effective day of such revision will be paid by the Affiliate within a period of seven days from the receipt of the notice of revised fee from NEO.

(7) In case the above payment is not paid by the Affiliate on or before the due date, NEO shall be entitled to charge the interest at the rate of 24% p.a. from the due date till the said amount is paid, which shall be without prejudice to other rights available to NEO which *inter-alia* includes de-activation of the Service and /or terminate the Agreement in accordance with the provisions of law.

(8) The receipt of money by NEO shall not prevent NEO from questioning the correctness of any statement submitted by the Affiliate.

F. Intellectual Property Rights :

(1) The Affiliate acknowledges and agrees that NEO is and shall remain the sole & exclusive owner of the Channel(s) and contents thereof and all rights including Intellectual Property Rights vested therein shall be the sole and exclusive property of NEO.

(2) The Affiliate undertakes that it shall distribute and ensure continuous distribution of the Service (by it and/or its Agent(s)/Intermediaries) in its entirety and in the designated Territory and agreed language only, during its telecast, in the same manner as it is received without any modification, including any scrolling, imposing or superimposing of advertisements or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation, and blacking it out in any manner whatsoever.

(3) The Affiliate further undertakes to abide by the provisions of the Copy Rights Act and further undertakes not to do any act which violates the rights of NEO provided under the Agreement.

(4) The Affiliate hereby agrees that it shall not :

- acquire any ownership or other rights with respect to the Subscribed channels except as expressly set forth in this Agreement, nor shall the Affiliate grant to others, the right to use the Subscribed Channels or any other rights pertaining to the Subscribed channels as specifically set forth in this Agreement.
- acquire any proprietary rights in any of the contents of the Channels by reason of this Agreement or by reason of performance pursuant to this Agreement.
- acquire any proprietary or other rights in the trade names and marks to which NEO and its associates or principals assert proprietary or other rights, which NEO may inform the Affiliate from time to time in writing and agrees not to use the same in any corporate or trade name.
- cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so;
- apply for registration of the Trade Name as a trade mark and not to interfere with in any manner with respect to registration by NEO nor attempt to prohibit the use or registration of the Trade Name or any similar name or designation by NEO.
- Use any name or mark similar to or capable of being confused with the trade Name or the mark of the Channel and/or NEO;
- Remove any name or mark including fingerprinting from the Services.
- change or use the language of the Channel(s) other than the authorized one.

(5) The Affiliate further undertakes to notify to NEO of any suspected and/or actual infringement of the Intellectual Property and take all necessary steps and actions, after taking the approval from NEO, to prevent any unauthorized access to/piracy of NEO channels its Territory and will regularly provide to NEO updated piracy reports on quarterly basis.

(6) The Affiliate agrees to take appropriate remedial actions to curb piracy in the Area with prior written approval of NEO and shall also extend all co-operation to NEO as may be required by it (NEO) for taking necessary action against such infringement.

In case the Channels are not distributed as per the terms of this clause, NEO shall be entitled to terminate this Agreement and recover damages from the Affiliate without prejudice to any other rights available to it.

VI) Representations and Warranties

(A) NEO represents and warrants that it :

- has the requisite power and authority to enter into this Agreement and to fully perform respective obligation hereunder;
- shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels

(B) The Affiliate represents and warrants that it :

- has the requisite power and authority to enter into this Agreement and to fully perform respective obligation hereunder;
- has obtained all licenses, approvals, authorization, permissions, registrations and permits necessary for receiving and distributing the Service and for performance by the Affiliate of its obligations hereunder.

- shall pay to NEO the subscription fee and revision thereof along with all the taxes and duties in time.
- shall distribute the Service only in accordance with the terms of this Agreement.
- shall provide access of the Services to only such Agents (sub-operators/link operators/cable operators) as declared by the Affiliate (whose list has been provided to NEO as per the terms of this Agreement) and who abide by the representations, warrants and obligations made by the Affiliate on their behalf.
- shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels
- will not unilaterally, in any manner and for any reason whatsoever, alter, modify and/or change its existing subscriber base without prior authorization from NEO and further undertakes to furnish the updated list of cable operators along with their subscriber base to NEO on a monthly basis.
- has provided/declared the true subscriber base at the time of execution of this Agreement shall keep NEO updated for the true Subscriber Base.
- cause continuous distribution of the subscribed to all its subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever.
- 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 to NEO prior to execution of the agreement.
- shall ensure that its Agent shall always be in compliance and shall comply with of all the terms of this Agreement and all the statutory & regulatory aspects and shall be responsible for any non-compliance by them.
- shall comply with all of its obligations as specified in this Agreement.

(C) The Affiliate recognizes that it has been authorized to subscribe and distribute the Channels/Service, in reliance upon the representation, warranties and declaration made by it . The Affiliate further recognize and undertakes that he has read and understood all the terms and conditions of this agreement and is fully aware of the same and executed this contract with his free consent

(D) The Affiliate agrees with NEO that each warranty which is set out in this Article or which could be treated as a separate warranty shall be construed independently of any other. Each of the warranties is a separate and independent warranty, representation and undertaking and the rights of the Company under, and the meaning given to, any one such warranty shall not be restricted by reference to any other warranty.

VII) De-activation & Termination

(A) NEO may, without prejudice to any other rights including termination of the Agreement, de-activate the Services of the Affiliate in accordance with the relevant provisions of the applicable statutes, in case any of the representation and/or warranty made by the Affiliate is found to be incorrect and/or the Affiliates fails to perform its duty and/or carry out its obligations as mentioned in the Agreement particularly the obligation of making timely payment, providing the true details of its Subscribers, distributing the Services through Permitted Distribution System in the agreed Territory and to the declared number of Subscribers. NEO shall be entitled to charge the cost of deactivation and/or reactivation from the Affiliate in case the Services are de-activated due to any default of the Affiliate.

B) It is agreed that this Agreement is executed for a period of the Term mentioned in the Agreement and shall automatically come to an end by efflux of time i.e. completion of the Term.

(C) Either Party may, subject to terms and conditions of this Agreement, terminate this Agreement at any time by giving at least three months prior written notice to the other Party or the existing subscription fee in lieu thereof.

(D) Notwithstanding anything contained above; either of the party shall have the right to terminate the Agreement in the event of a breach of any of the undertakings, obligations representations and/or warranties given by other Party (the 'Defaulting Party') is not cured within Three (3) days or receipt of Notice of default from other party. However in case of the following events NEO may record termination with immediate effect :

- a) in case of amalgamation, consolidation or reorganization, bankruptcy or insolvency of the Affiliate
- b) In the event of assignment of the agreement by the Affiliate without prior consent of NEO.
- c) If the affiliate voluntarily or by operation of law loses control of the means to distribute the subscribed channels in the area.
- d) If the Affiliate in any manner jeopardizes the intellectual property rights of NEO in the subscribed channels or part thereof.
- e) If the Affiliate's registration/licence under the Cable Television Network's (Regulation) Act, 1995 is cancelled and/or not renewed.
- f) In the event of failure on the part of the Affiliate to place the Subscribed Channels on the agreed frequency as set out in Annexure A.
- g) Winding up of the business of the Affiliate voluntarily or through court order winding up the company, or the appointment of a liquidator .

(E) In case no new agreement is executed by the parties after expiry/termination of this agreement - the Services, if continued to be provided by NEO by inadvertence or otherwise, (even if the invoices/and or receipt of the payment are issued) will be deemed to be provided on monthly basis (It is clarified that the month will be the Calendar month i.e the beginning of the month will commence from the first day of month and not from any other date) and can be withdrawn by NEO without giving any notice to the Affiliate on the last day of the month. However in case the Services to be withdrawn/deactivated or the Agreement to be terminated before the end of the month, any party may send three days notice to other party for such termination. The Affiliate shall be under the obligation to make the payment for the period during which such Services were received by him.

(F) Upon expiration of this Agreement;

- all rights granted to and obligations undertaken by, the Parties hereunder shall terminate immediately except - Affiliate's obligations to pay all amounts or Subscription Fees or other dues including damages, if any, accrued hereunder upon or prior to the expiration or termination of this Agreement; and the obligation of Affiliate with respect to indemnity and confidentiality and such other rights as may accrue upon the Company under the laws of India.
- The Affiliate shall forthwith;
 - cease to use the Intellectual Property and to sign such confirmation of cessation of use of Intellectual Property as Company may require; and shall cease to provide or distribute the Service to its Subscribers.
 - return back to NEO all the Equipment(s)/ and property of NEO in the same conditions as it were made available to the Affiliate subject to normal wear and tear, failing of which Subscription Charges has to be paid by the Affiliate till the date of return of Equipments without prejudice to any other rights available to the Company.

(G) The de-activation and/ or termination of this Agreement shall be without prejudice to any rights which have already accrued to either party under this Agreement. Where the Services are de-activated and/or Agreement is terminated due to any defaults, all sums due and payable by the Affiliate to NEO shall forthwith become and remain due and payable.

(H) Execution of the agreement with the Subscribers shall not entitle the Affiliate to receive the Service from NEO, in case the services are deactivated/agreement is terminated by NEO due to any default by the Affiliate, notwithstanding anything contained in the Subscribers Contract(s), with the operator/ sub-operator in the event.

VIII DEFAULTS & INDEMNITIES

(A) If for any reason or resulting from any cause whatsoever, any statement, representation or warranty of the Affiliate set-forth herein is found to have been materially incorrect, untrue, the Defaulting party (who made the wrong representation, statement etc) shall be fully liable to the other for any and all liability, damage, costs, and expense including attorney fees, arising from such mis-representation, breach or incorrect statement.

(B) The Affiliate agrees to indemnify, defend and hold harmless NEO, its affiliates, assigns and successors in interest, as the case may be; and each of its directors, officers and employees from and against any and all losses which may be incurred or suffered by NEO and which may arise out of or result from :

- any breach of any Warranty(ies), obligation(s), covenants or agreement of the Affiliate contained in this Agreement;
- Non /part performance / compliance of the provisions of, and/or failure of its obligation and/or breaches of any terms and condition by it as specified in this agreement.
- any third party claims made for loss or damage of whatever description caused to such or any other third party as a result of the activities under this Agreement;
- any and all actions, suits, proceedings, claims, judgments, costs, expenses, including incurred in enforcing this indemnity.

(C) The Affiliate further agrees to compensate NEO for any liability incurred to third parties due to any breach of any of the terms and condition of this Agreement and/or for any use of the Intellectual Property otherwise than in accordance with this Agreement by it or its Agent(s);

(D) It is hereby agreed that any default/failure by the Affiliate and/or its Agent of any terms and conditions mentioned in the Agreement, shall entitle NEO to disconnect the Services and /or terminate the Agreement without prejudice to any other rights available to it. Upon such deactivation/termination the entire Subscription fee, for the Term, shall forthwith become due and payable by the Affiliate as reduced by amounts already paid by it towards such Subscription Fee.

Provided however in case of any default by the Affiliate, NEO may at its discretion, waive its right to disconnect the Service and terminate this Agreement, upon such terms and conditions as it may deem fit and proper, which shall, *inter-alia*, include the receipt by NEO (a) of the entire arrears of Subscription Fees and other charges due and payable by the Affiliate under the terms of this Agreement, together with interest accrued thereon at the rate of two percent per month from the date such amounts became due and payable until they are fully paid; and (b) the re-connection charges as may be decided by the Company.

(E) If the Affiliate fails to adhere to its obligations as mentioned herein, it shall be deemed to be of unauthorisedly receiving/transmitting signals and NEO shall be entitled to deactivate/disconnect the signals of the Subscribed Channels without prejudice to any other rights /remedies available to NEO .

(F) The Affiliate undertakes to keep and hold NEO and its officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses arising out of any breach or claimed breach as a result of the Affiliate's failure to comply with these terms and conditions set out hereunder or any of its obligations pursuant to the Agreement.

(G) The Affiliate undertakes that it shall be solely responsible for dealings with its Subscribers and shall be liable for any claims, actions, demands, proceedings by the Subscribers and shall keep and hold NEO harmless and indemnified in this regard. NEO shall not be liable to the Subscriber or to any other person for all or any indirect, direct, special, incidental or consequential damages arising out of or in connection with the provision of the Services or inability to provide the same whether or not due to suspension, interruption or termination of the Services or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.

(H) Neither party shall claim indemnification against third party claims or non-operation of facilities or non-furnishing of subscribed channels if it is a consequence of failure of Equipment(s), satellite malfunction or natural calamity.

(I) It is further agreed that NEO shall not be liable for any claim in the following events :

- Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of NEO
- Withdrawal, discontinuation, black out, interruption or suspension of any Channel or programs by the Channel Owners or otherwise
- Change of schedule and/or withdraw the program from the Channel
- discontinue any Channel as per the terms and conditions of this Agreement

IX. MISCELLANEOUS :

(A) No Partnership/Agency:

The parties are not partners or joint venturers nor is the Affiliate able to act as agent of NEO. The relationship between NEO and the Affiliate is "Principal to Principal". The Affiliate shall not attempt to incur any liability on behalf of the Company and shall not hold itself out to any third party as being able to do so. Also There will be deemed to be no privity of contract or direct contractual relationship of NEO and the Affiliate.

(B) Confidentiality:

The Affiliate agrees to keep all information with respect to terms of this Agreement and regarding the strategy and volume of business of NEO as confidential, at all times. All data relating to NEO subscribers must be kept in strict confidence. The Affiliate hereby undertakes to keep confidential and not publish any material/information provided by NEO which has been disclosed to the Affiliate under this Agreement. This clause will survive for a period of one year even after termination/expiry.

(C) Binding Nature:

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

(D) Force Majeure:

Neither party shall be liable for any delay in performing, or failing to perform, any or all of its obligations under this Agreement resulting from satellite malfunction, satellite jamming, which may affect the distribution of signals of the Subscribed channels to the subscribers provided that the party so affected gives prompt notice to the other party.

It is further agreed that failure on the part of NEO to perform any of its obligations and the non furnishing of the Service), shall not entitle the Affiliate to raise any claim against NEO or be a breach hereunder 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 will be delayed, the period of such delay will not be counted on in computing periods prescribed by this Agreement. Force Majeure will include any war, Court order, civil commotion, strike, governmental action, lockout, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of NEO that directly or indirectly hinders or prevents it from commencing or proceeding with consummation of the transactions contemplated hereby.

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 condition of force Majeure shall continue for a period exceeding one (1) year, then 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 the thirtieth day after the notice is given.

(E) Assignment

Except in accordance with the provisions hereof, the Affiliate shall not transfer/assign its network and/or agreed Area (as mentioned in this Agreement) or part thereof to any other person/Affiliate/network without the prior written approval of NEO and any such transfer/assignment shall be illegal, without authorization and impermissible; It is clarified and agreed that for above-said transfer/assignment and/or extension of distribution of Services in other Area a written approval of NEO is required and mere intimation by the Affiliate for any such transfer/extension will not be deemed as consent of NEO.

If NEO has consented to such transfer under the provisions hereof; a separate Agreement will be executed with the new party and this Agreement will be deemed to be terminated from the date of execution of new Agreement.

NEO will have the right of assigning the rights of this Agreement to any third party at its sole discretion. The Affiliate cannot assign the rights of this Agreement without NEO prior written consent. In the event the Affiliate fails to comply with any of the above provisions, NEO shall be entitled, at its sole discretion, to terminate this Agreement immediately and/or appoint another person in its place, without prejudice to any other rights available to it.

(F) Whole agreement

The Affiliate acknowledges that this Agreement contain[s] the whole agreement between the parties and it has not relied upon any oral or written representations made to it by NEO or its employees or agents and has made its own independent investigations into all matters relevant to the business.

(G) Modifications:

Any amendment/modification in the Agreement shall be subject to terms of this agreement and will effect in writing

(I) Severability:

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 operation of the remaining provisions of this Agreement .

(J) Notices

All notices, requests, consents and other communication under this Agreement (“Notices”) shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery to the respective Parties at the addresses set forth herein. Any Notice given in accordance with point (i) above, shall be deemed to have been given five (5) days after having been mailed. Further, any Notice(s) to NEO should be addressed to “**India Corporate Mall, 1st Floor, 1 Community Center, New Friends Colony, New Delhi-110065**”

(K) Change of address

Each of the parties shall give notice to the other of change or acquisition of any address or telephone telex or similar number as soon as practicable and in any event within 48 hours of such change or acquisition

(L) Entire Agreement:

This document contains and records the entire Agreement between the parties, in the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties, written or oral, on the subject matter herein. .

(M) Waiver

The failure by NEO to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

(N) Governing Law and Dispute Resolution

The rights and obligations of the parties under the Agreement shall be governed by the laws of India. Any disputes or differences pertaining to this Agreement will be resolved initially through negotiations, between Regional Manager of the Territory and in case the dispute is not resolved ; a further negotiation with the President (Affiliate Sales) and Affiliate will take place for another final round of discussion . However, if the Parties fail to arrive at an amicable settlement after the final round then the dispute will be adjudicated by the Appellate Tribunal i.e. Telecom Disputes Settlement and Appellate Tribunal (“TDSAT”) as provided under the TRAI ACT 1997. The parties agree that all disputes between the parties shall be resolved only through proceedings instituted before the TDSAT.

(O) Preliminary Requirement

The Affiliate is required to comply with all the applicable regulations issued by TRAI and has to provide the following at the time of asking for the channels alongwith :

- (i) A copy of the valid registration certificate issued to the Affiliate under the Cable Television Networks (Regulation) Act, 1995 for running a cable television network and also need to undertake that the registration certificate would be renewed before it is expired.
- (ii) A copy of the valid Service Tax registration.
- (iii) A latest copy of the Income tax assessment return
- (iv) A list of Subscribes being served by directly and through its Agents.
- (v) A list of its agents along with their subscriber details (for subscribers indirectly being served by the Agents).
- (vi) Identity Proof
- (vii) Constitution documents – (Partnership Deed, Memorandum/Articles of Association etc.
- (viii) List of partners/Directors
- (ix) Office Address proof
- (x) Mapping / Geographical representation of the Area/Territory.

Subject to complying with the preliminary requirements specified above and upon execution of Inter-Connect Agreement, the Affiliate will be entitled to subscribe for the Channels on the terms and conditions as specified in the said Agreement.

(IV) **SUBSCRIBED CHANNELS & SUBSCRIPTION FEE :**

Rate of channels : The channels are available for cable distribution in Non CAS areas (at analogue mode) at the following rates w. e. f. 1.01.09 :

Name of Channels	A-la-carte Price (in Rupees) for cable distribution in Non CAS Areas (per subscriber per month)	Bouquet Price (in Rupees) for cable distribution in Non CAS Areas (per subscriber per month)
Neo Cricket	Rs. 35.45	The Bouquet consists both Neo Cricket and Neo Sports Channels and the bouquet is available at Rs. 41.45/-
Neo Sports	Rs. 26.60	

ANNEXURE B

Subscriber report /SLR format

Number of Subscribers served/to be served by Affiliate directly	
Number of Subscribers served/to be served by Affiliate through its Agents	
Total Number of Subscribers	

Sl	Name and Address of the Agents	Number of Subscribers of the Agents
1		
2		
3		
4		
5		

Attach an extra sheet, if required)

Documents Required along with the Agreement

1. Copy of the Postal Registration Certificate
2. Copy of the Service Tax Certificate
3. In case of Company :
 - a. Memorandum of Association
 - b. Articles of Association
 - c. Certification of Incorporation
 - d. List of Directors
 - e. Resolution for signing the Agreement
4. In case of Partnership Firm :
 - a. Partnership Deed
 - b. List of Partners
 - c. Authority or signing the Agreement
5. Details of Subscribers as per ANNEXURE B which should contain :
 - (i) A list of Subscribers being served by directly and through its Agents.
 - (ii) A list of its agents along with their subscriber details (for subscribers indirectly being served by the Agents).
6. A latest copy of the Income tax assessment return
7. Identity Proof
8. Office Address proof
9. Mapping / Geographical representation of the Area/Territory