

REFERENCE INTERCONNECTION OFFER

THIS REFERENCE INTERCONNECTION OFFER IS PUBLISHED FOR BROADCASTERS TO ACCESS DISTRIBUTION NETWORK OF SEA TV NETWORK LIMITED (“STNL”) VIA DIGITAL ADDRESSABLE SYSTEM IN DAS NOTIFIED AREAS.

This Reference Interconnection Offer (hereinafter referred as “**RIO**”) is comprising of Interconnection Agreement and standard Application Form for Broadcasters and is in accordance with Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017; Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order 2017 and other applicable rules and regulations.

In the event Broadcaster downloads copy of RIO from the website of STNL (**www.seatvnetwork.com**) the same shall come into effect after signed copy of such RIO is sent by the Broadcaster to STNL’s correspondence address and is counter signed by STNL and delivered back to Broadcaster. Terms and conditions of RIO may be modified due to modification in applicable regulations, tariff orders and practices. Such modified and updated copy of RIO shall be subsequently uploaded on the website of the STNL.

It is advised to Broadcaster to exercise prudence in this regard and contact the designated authorized official of the STNL (details of Designated Authorised Official mentioned in Article II of Interconnection Agreement) before executing the downloaded copy of RIO from STNL’s website so that the Broadcaster is efficacious in executing an updated copy of RIO.

INTERCONNECTION AGREEMENT

This Interconnection Agreement (“**Agreement**”) is executed on this _____ day of _____ (“**Effective Date**”),

By and Between

Sea TV Network Limited, a company incorporated under the provisions of Companies Act, 1956 and rules made thereunder including any amendments thereto bearing CIN no. L92132UP2004PLC028650 and having its registered office at 148, Manas Nagar, Shahganj, Agra-282010 (U.P.) (hereinafter referred to as the “**STNL**” or “**Distributor**” which expression shall unless repugnant to context or meaning thereof, shall deemed to include its executors, administrators and permitted assigns) of the First Part,

AND

.....[*Name of the Broadcaster*], company incorporated under the provisions of Companies Act, [1956 / 2013] and rules made thereunder including any amendments thereto bearing CIN no. and having its registered office at (hereinafter referred to as the “**Broadcaster**” which expression shall unless repugnant to context or meaning thereof, shall deemed to include its executors, administrators and permitted assigns) of the Second Part.

Interpretation of and meaning to expressions stated in this Agreement shall be construed according to Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017, Telecommunication (Broadcasting and Cable) Services(Eighth) (Addressable Systems) Tariff Order 2017 and other applicable rules and regulations in this regard.

STNL and the Broadcaster are hereinafter individually referred to as “**Party**” and collectively referred to as “**Parties**”.

WHEREAS, STNL is a multi-system operator (“**MSO**”) engaged in the business of cable TV network and cable operation, to distribute any channel to any person whether residential or commercial or institutional subscribers, viewers and to import, export, purchase, sell any equipment that may be required for reception transmission and distribution of the channel including but not limited to dish antenna, aerial, head end, decoder, receiver, cable setup converter and the like and has been granted registration no. 134/2015 under section 4 of the Cable Television Networks (Regulation) Act, 1995 and Ministry of Information and Broadcasting registration no. 9/17/2014-BP&L.

WHEREAS, the Broadcaster is engaged in the business of broadcasting of satellite based television channels in India and agrees to possess exclusive rights to market and broadcast the same to various subscribers and end users of such satellite based television channels.

WHEREAS, the Broadcaster has sought access to STNL’s distribution network in the target areas or territory as stated in Article **III** of this Agreement.

WHEREAS, STNL has agreed to carry the Broadcasters channels specified in **Annexure A-1** to this Interconnection Agreement through its digitally addressable platform, for which STNL will be entitled to

avail from the Broadcaster charge in the name of “Carriage Fee” as defined in Article I to this Interconnection Agreement.

That, the terms and conditions mutually agreed between the Parties to this Agreement are hereby reduced in writing and recorded herein.

Article I **Definitions**

1. Unless repugnant to the context or meaning thereof, expressions shall be construed as per their meaning stated herein and in confirmation with Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017, Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order 2017 and other applicable rules and regulations in this regard.
 - a) “**Active Subscriber**” for the purpose of this Agreement, 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;
 - b) “**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;
 - c) “**Additional Authorised Territory**” refers to the additional areas or territories where the Distributor is permitted and registered to operate, subsequent to execution of this Agreement.
 - d) “**Carriage Fee**” means any fee payable by Broadcaster to STNL only for the purpose of carrying its channels through the Distributor’s network, without, specifying the placement of such channels onto a specific position in the electronic programme guide or, seeking assignment of a particular number to such channels;
 - e) “**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;
 - f) “**Subscriber**” means a person who receives broadcasting services from the Distributor for ultimate consumption, 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;
 - g) “**Subscriber Management System**” or “**SMS**” 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;

Article II
Details of Designated Authorised Person of STNL
To Receive Interconnection Request from Broadcaster And Grievance Redressal

<u>S. No.</u>	<u>Name of Designated Official</u>	<u>Contact No.</u>	<u>Email Address</u>
1.	Mr. Chakresh Jain	+91-9897596109 0562-403609	chakresh@seatvnetwork.com
2.	Mr. Pankaj Jain	+91-9897596102 0562-403605	pankajjain@seatvnetwork.com

Article III
Distributors Territory / Target Market

2. STNL is authorized to operate and distribute satellite television channels through digital Addressable System in the following areas:

* DAS notified areas in PAN India vide F. No. 9/17/2014 – BP&L by Ministry of Information and Broadcasting.

3. The territory stated in Clause 2 is also the registered area of operation of STNL.

4. STNL will notify the Broadcaster in case of any revision in the territory or target market consequently an amendment to the Agreement shall be executed for distribution of Broadcasters channels in the Additional Authorised Territory.

Provided that, as per the applicable law it shall be permissible to STNL to distribute the channels beyond the areas agreed under sub-regulation (1), by giving a written notice to the Broadcaster, after (30) thirty days from the date of receipt of such written notice by the Broadcaster and the said notice shall deemed to be an addendum to the Agreement.

5. Nothing contained in clause 4 of this Agreement shall apply if written objections with reasons from the Broadcaster have been received by STNL during the said (30) thirty days notice period.

6. Any document in relation to amendment to territory or target market of STNL causing an addition thereto shall be deemed to be a part of this Agreement.

Article IV
Broadcasters Channel and Rights Granted Thereto

7. Subject to representations made by the Parties herein, the Broadcaster grants to STNL, non-exclusive right during the term of this Agreement to receive, decrypt, turnaround, encrypt (without interfering in its contents) either itself or through its affiliate(s), to redistribute/transmit, satellite television channels as stated in **Annexure A-1** of this Agreement, through STNL's addressable platform for Subscribers of such satellite television channel through STB, as per their request and choice which may or may not have storage capacity, to sell/market the channel(s) on a-la-carte basis or as part of any one or more of bouquet of channels and to charge a price against subscribing to the channel or package of channels including channel(s) owned by the Broadcaster.
8. Any change in the name, nature, number, genre, type, content, language, transmission quality and content of the Broadcaster's television channels as mentioned in **Annexure A-1** which are to be distributed by STNL shall be intimated to STNL within (30) thirty days prior to such change so that STNL may timely reflect and incorporate the modifications for Subscribers.
9. It is hereby acknowledged between the Parties hereto that distribution of television channels is possible subject to Broadcaster's submission of information and documents as specified in **Annexure A-2** of this Agreement.
10. The Broadcaster shall pay to STNL, Carriage Fee on monthly basis, calculated in accordance with Article V to this Agreement.
11. STNL will maintain SMS for management of Subscriber data which shall be utilized to compute Carriage Fee payable by Broadcaster on monthly basis.
12. Subject to applicable rules and regulations in this regard, STNL will carry the television channels of Broadcaster during the term of this Interconnection Agreement within (60) sixty days of receipt of Application Form to access network of STNL (Annexure A-3 of the Agreement) or (30) thirty days of signing of this Agreement by both the Parties against payment of Carriage Fee calculated in accordance with Article V to this Agreement.

Article V
Rate of Carriage Fee and Manner of its Calculation

13. The Carriage Fee payable by the Broadcaster to STNL shall be calculated in accordance with the rate and computation herein this Article to the Agreement read with applicable regulations and rules in this regard. Carriage Fee may be changed by STNL in accordance with the applicable law.
14. The Carriage Fee shall be payable by the Broadcaster to STNL as per the following rates based upon STNL's average Active Subscriber base:

Rate of Carriage Fee Per Standard Definition Channel Per Subscriber Per Month	INR 0.20/- (twenty paisa)
Rate of Carriage Fee Per High Definition Channel Per Subscriber Per Month	INR 0.40/- (forty paisa)

15. Provided that Carriage Fee shall be subject to change with the changes in monthly subscription percentage of such television channels and STNL's average Active Subscriber base.

Average Active Subscriber base of Standard Definition Box and High Definition Box at the time of publication of this Interconnection Agreement is

16. STNL may offer discounts to Broadcasters on the rate of Carriage Fee not exceeding (35) thirty five percent of the rate of Carriage Fee herein declared in this Article. In case Broadcaster wishes to avail discount then a written proposal in this regard may be submitted to STNL. On STNL's written confirmation, the said discount will become applicable and any communication or document including further proceeding in respect of this Clause shall be subsequently deemed to be an addendum to the Agreement.
17. STNL will generate and send invoice pertaining to Carriage Fee and other carriages as applicable, along with Goods and Services Tax and other applicable taxes on monthly basis ("**Invoice**") to the Broadcaster. In case of any clarification or query regarding Carriage Fee, designated official of STNL as mentioned in Article **VIII** must be intimated within (7) seven days from Invoice date. Any query/ clarification/ dispute by the Broadcaster with respect to the Invoice amount shall be mutually decided amongst the Parties within reasonable time, but no later than (10) ten days from the date on which such query/ clarification/ dispute is first intimated to STNL. The Broadcaster shall remit the Invoice amount to STNL within (15) fifteen days of Invoice date ("**Due Date**"). The Invoice amount shall be remitted by the Broadcaster to STNL through cheque, demand draft or wire transfer. In the event the Broadcaster fails to remit the Invoice amount within the time specified herein, an interest at the rate of 1.5% per month be accrued from the Due Date which shall be payable by the Broadcaster along with the Invoice amount.

Calculation of the Carriage Fee Amount

The Carriage Fee amount, for each month or part thereof, during the term of the Interconnection Agreement shall be calculated as given below:-

<u>Sl.</u>	<u>Basis for Calculation of Carriage Fee Amount</u>	<u>Rate of Carriage Fee (in paisa)</u>	<u>Multiplier of Average Active Subscriber Base</u>	<u>Total Sum of Carriage Fee</u>
	(A)	(B)	(C)	(D)
1.	If monthly subscription for a channel in the target market is less than 5% (five percent) of the average Active Subscriber base of STNL in that month in the target market	0.20/- for SD Channels 0.40/-for HD Channels	1	Carriage Fee = Average Active Subscriber Base for the month x Rate of Carriage SD/HD x 1
2.	If monthly subscription for a channel in the target market is greater than or equal to 5% (five percent) but less than 10% (ten percent) of the average Active Subscriber base of STNL in that month in the target market	0.20/- for SD Channels 0.40/- for HD Channels	0.75 times	Carriage Fee = Average Active Subscriber Base for the month x Rate of Carriage SD/HD x 0.75
3.	If monthly subscription for a channel in the target market is greater than or equal to 10% (ten percent) but less than 15% (fifteen percent) of the average Active Subscriber base of STNL in that month in the target market	0.20/- for SD Channels 0.40/- for HD Channels	0.5 times	Carriage Fee = Average Active Subscriber Base for the month x Rate of Carriage SD/HD x 0.5
4.	If monthly subscription for a channel in the target market is greater than or equal to 15% (fifteen percent) but less than 20% (twenty percent) of the average Active Subscriber base of STNL in that month in the target market	0.20/- for SD Channels 0.40/- for HD Channels	0.25 times	Carriage Fee = Average Active Subscriber Base for the month x Rate of Carriage SD/HD x 0.25
5.	If monthly subscription for a channel in the target market is greater than or equal to 20% (twenty percent) of the average Active Subscriber base of STNL in that month in the target market	Nil	-	-

Illustration:

<u>Calculation of Carriage Fee of SD Channel</u>				
Channel (SD)	Average Active Subscriber Base	Monthly Subscription for a Channel in the Target Market	%age Market Reach of Channel	Carriage Fee (0.20 paise)
123	100000	2605	2.6	20000
XYZ	100000	8000	8.0	15000
<u>Calculation of Carriage Fee of HD Channel</u>				
Channel (HD)	Average Active Subscriber Base of HD Channel	Monthly Subscription for a Channel in the Target Market	%age Market Reach of Channel	Carriage Fee (0.40 paise)
123	100000	2605	2.6	40000
XYZ	100000	8000	8.0	30000

Note:-

- i) For the purpose of calculation of Carriage Fee amount for a high definition channel, the average Active Subscriber base of STNL in that month in the target market shall be of Subscribers capable of receiving high definition television channels.
- ii) The number of Active Subscribers base count shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.
- iii) The average Active Subscriber base of STNL in a month shall be calculated in the following manner:-

<u>Type of STB</u>	<u>Active Subscriber Base count on 7th day of the month</u>	<u>Active Subscriber Base count on 14th day of the month</u>	<u>Active Subscriber Base count on 21st day of the month</u>	<u>Active Subscriber Base count on 28th day of the month</u>	<u>Average Active Subscriber base in the month</u>
1	2	3	4	5	$6 = (2+3+4+5)/4$
SD					
HD					

iv) The monthly subscription for a channel shall be calculated in the following manner:-

Table 1- Monthly subscription for a-la-carte channels

<u>Name of the channel</u>	<u>Number of Subscribers on 7th day of the month</u>	<u>Number of Subscribers on 14th day of the month</u>	<u>Number of Subscribers on 21st day of the month</u>	<u>Number of Subscribers on 28th day of the month</u>	<u>Average active Subscriber base in the month</u>
	A	B	C	D	E= (A+B+C+D)/4
SD					
HD					

Table 2- Monthly subscription for bouquets of channels

<u>Name of bouquet of channels</u>	<u>Name of constituent channels of bouquet of the broadcaster</u>	<u>Number of Subscribers of bouquet on 7th day of the month</u>	<u>Number of Subscribers of bouquet on 14th day of the month</u>	<u>Number of Subscribers of bouquet on 21st day of the month</u>	<u>Number of Subscribers of bouquet on 28th day of the month</u>	<u>Monthly Subscription of the bouquet</u>
		1	2	3	4	5= (1+2+3+4+E)/4

Article VI
Term & Termination

18. This Interconnection Agreement shall remain valid and in force for a period of..... months (“**Term**”) commencing on (“**Effective Date**”).

19. STNL shall have the right to discontinue carrying of a television channel in case the monthly subscription percentage for that channel is less than (5) five percent of the monthly average Active Subscriber base (calculated as per Article V of this Interconnection Agreement) of STNL in the target market specified in the Interconnection Agreement, in each of the immediately preceding (6) six consecutive months of the date of discontinuation.

20. That, obligation of STNL due to discontinuation of Broadcaster’s television channel pursuant to Clause 19 to this Agreement will be subject to regulation (4) sub regulation (8 & 9) Chapter II of Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017.

21. Parties to this Agreement may terminate it for convenience or any reason whatsoever, by giving a prior written notice of at least 30 (thirty) days as per Article VIII of this Interconnection Agreement, subject to applicable laws.
22. STNL may have the right to terminate this Interconnection Agreement with immediate effect in the following circumstances:-
- Force Majeure (Article XII of this Agreement).
 - Non-payment of Carriage Fee.
 - If Broadcaster breaches or contravenes any of the terms and conditions of this Interconnection Agreement.
 - Change in control of Broadcaster's company/group or corporation or group companies causing material loss to STNL.
 - In case any action or legal proceedings is initiated against the Broadcaster for its winding up, liquidation, dissolution.
 - Any dispute pursuant to this Interconnection Agreement causing loss of revenue to STNL.
 - Modification in any of the applicable regulations governing this Interconnection Agreement which renders either of the parties, incompetent to continue this Interconnection Agreement.
23. Termination of this Agreement on the instance of either of the Party will not extinguish the preceding monetary and non-monetary liabilities including potential future liabilities which may come into existence due to execution of this Agreement.
24. The Parties agree that the following are the consequences of termination of this Agreement:
- i. STNL may discontinue the transmission of the television channels;
 - ii. All the amounts due and payable by the Broadcaster to STNL shall become due immediately.
 - iii. STNL may issue a disconnection notice in accordance with the applicable laws to inform the Subscribers of impending disconnection of such television channel;
 - iv. Save and except for the compliance copy to be retained by STNL beyond the Term or upon early termination of this Agreement, each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession. On the termination or expiry of this Agreement, STNL reserves the right to retain and use a copy of all the content telecast on the television channel(s) of the Broadcaster including all material in connection there to, to the extent expressly required by any law or to respond to any claims/notices received from third party;
 - v. Each Party shall stop using any marketing material/product which contains the intellectual property of the Broadcaster and/or STNL; and

- vi. The provisions of this Agreement that are explicitly, or by their nature, intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

Article VII
Expiry of Term & Renewal of Interconnection Agreement

25. If the Parties are desirous of renewing this Agreement, the notice of renewal of the Agreement shall be given by STNL to Broadcaster at least (60) sixty days prior to the expiry date of this Agreement.
26. In the event of non-renewal of this Agreement in accordance with aforestated Clause, STNL may not carry the Broadcaster's television channel.

Article VIII
Notices & Communications

27. All Notices shall be in writing whether sent by speed post, courier or registered post or via email to below mentioned designated officials and address:

<u>STNL</u>	<u>BROADCASTER</u>
Name : Ms. Snehal Agarwal	Name :
Telephone/Mobile No.: +91-8979962555 0562-4036668	Telephone/Mobile No.:
Email Address: cs@seatvnetwork.com	Email Address:
Correspondence Address: 148, Manas Nagar, Shahganj, Agra – 282010 (U.P.)	Correspondence Address:

Article IX
Represents and Warrants

28. Parties to this Agreement represent and warrant that:-
- STNL and Broadcaster have requisite authority and rights to enter into and fully perform their obligations under this Agreement;
 - All intellectual property rights, trademarks, trade names, service marks, logos, materials shall solely and exclusively belong to the respective Parties and no Party shall raise claim or challenge the rights of the lawful owner of such rights.
29. Broadcaster has sole, unencumbered and exclusive right, title and interest to distribute the television channel and all the contents transmitted on the television channel.
30. Broadcaster has all valid licenses, approvals and permission, for the operation and transmission of the television channel and content broadcast on the television channel from all third parties including without limitation government bodies, statutory authorities, government department and ministries.
31. The Broadcaster further represents and warrants that all the regulatory approvals and licenses enclosed with the Application Form, including the license issued by the Ministry of Information and Broadcasting, remain in full force and effect and would be renewed, as required under the applicable laws, before expiry of such regulatory approvals and licenses.
32. The Broadcaster represents and warrants that content of the television channel is and shall conform to applicable laws including but not limited to MIB guidelines, regulations, advisory, directive, orders issued/passed by self-regulatory bodies, judicial bodies, quasi-judicial bodies, quasi government bodies, Indian Broadcasting Foundation, News Broadcasters Association, Ministry(ies), Courts, Tribunal, government organization(s), Central Board of Film Certification in India and Telecom Regulatory Authority of India.
33. The Broadcaster is solely responsible to obtain third party clearances, permissions, approvals, authorizations, rights and licenses and to make all payments including without limitation fees, revenue, royalty participations, guild residual payments, public performance royalty and deferred talent compensation due to such third parties including but not limited to scriptwriters, storywriters, music composers, lyrists, sound records, performers, artists, music societies guilds etc., arising from the broadcast of the content on the television channel.
34. STNL represents and warrants that
- It has obtained and maintained all necessary licenses, permits, and approvals required under the applicable law for transmission/retransmission of the television channel.
 - It shall not do anything, which may indicate that any television programme on the television channel is from a source other than from the Broadcaster.
 - It shall not modify, misuse or tamper with the equipment including any signals originating there from, in any manner whatsoever.

Article X
Confidentiality, Severability and Indemnification

35. Irrespective of whether this Interconnection Agreement is terminated, the Broadcaster agrees to indemnify jointly and severally STNL and each Related Party of against, and hold each STNL and each Related Party harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable and documented fees, charges and disbursements of any counsel for any STNL and each Related Party, incurred by or asserted against any STNL and each Related Party by any third party arising out of, or as a result of any actual claim, litigation, investigation or proceeding relating to the execution or delivery of this Interconnection Agreement or the performance by the parties hereto of their respective obligations hereunder to the extent that such losses, claims, damages, liabilities or related expenses have resulted from the gross negligence, bad faith or wilful misconduct of any STNL and each Related Party.
36. Any confidential information received by the Parties shall be kept in strict confidence including but not limited to each other's business affairs, terms and conditions of this Agreement (“**Confidential Information**”) and shall not disclose the same to any person, not being party to this Agreement. Confidential Information may be disclosed on a need to know basis to employees, officers, advisors, associates, contractors, agents and other similar persons of the Parties to this Agreement. The Confidential Information shall, at all times, remain the exclusive property of the respective Party and a Party shall not acquire any rights in the Confidential Information of the other Party. Information shall not be regarded as Confidential Information, when it: (a) is or becomes publicly available through no act or failure of the other Party; or (b) was or is rightfully acquired by the other Party from a source other than the disclosing Party prior to receipt from the disclosing Party; or (c) becomes independently available to the other Party as a matter of right.
37. If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

Article XI
Force Majeure

38. The occurrence of an event which materially interferes with the ability of a Party to perform its obligations or duties hereunder which is not within the reasonable control of the Party affected or any of its affiliates, and which could not with the exercise of diligent efforts have been avoided (“**Force Majeure Event**”), including, but not limited to, war, rebellion, earthquake, fire, accident, strike, riot, civil commotion, act of God, change in law, shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the Force Majeure Event. The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event and shall provide the other Party, from time to time, with its best estimate of the duration of such Force Majeure Event and with notice

of the termination thereof. The Party so affected shall use diligent efforts to avoid or remove such causes of non-performance as soon as is reasonably practicable. Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty shall without delay recommence. The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason of the occurrence of a Force Majeure Event, provided such Party complies in all material respects with its obligations.

Article XII
Governing Law & Dispute Resolution

39. The rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the Laws of India. The Telecom Disputes Settlement and Appellate Tribunal, New Delhi (“TDSAT”), to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of or relating to this Agreement. In the event TDSAT does not have the jurisdiction, any dispute arising out of or in connection with this Agreement, shall be adjudicated by a court of competent jurisdiction in Agra only.
40. Save as otherwise expressly provided in this Agreement, any person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

Signed and delivered for and on behalf of the **STNL**

Name:

Designation:

Signed and delivered for and on behalf of the **Broadcaster**

Name:

Designation:

Annexure A-1

Details of Broadcaster’s a-la carte Channels

<u>S. No.</u>	<u>Name of Channel</u>	<u>Type of Channel (FTA or PAY)</u>	<u>Language</u>	<u>Genre</u>	<u>LCN No.</u>	<u>MRP</u>

Details of Broadcaster’s Bouquet of Channels

<u>S. No.</u>	<u>Name of Channel</u>	<u>Type of Channel (FTA or PAY)</u>	<u>Name of Bouquet</u>	<u>MRP of Bouquet</u>

Annexure A-2

Details of Broadcaster for commencing distribution of Television channels by STNL

A. Name of the Broadcaster: _____

B. Status: Proprietorship Partnership Firm Company HUF Individual Others

C. Address for Correspondence (with PIN CODE):

D. Broadcaster's Authorised Signatory(ies):

Name: _____	Mobile: _____
E-mail: _____	
Name: _____	Mobile: _____
E-mail: _____	

Documents to be submitted by Broadcaster for distribution of Television channels by STNL

- A. A certified true copy of Up-linking/Downlinking License granted by the Ministry of Information and Broadcasting;
- B. Exact address and locations of the Up-linking Centre wherefrom the signals of Channels are uplinked;
- C. Certificate of Incorporation & Memorandum and Articles of Association / Partnership Agreement / LLP Agreement / Proprietorship Registration – Duly certified by Authorised Signatory;
- D. PAN card copy;
- E. GST registration copy; and
- F. Certified copy of the board resolution / authorization to the Authorised Signatory granting the authority for executing this Agreement.

Annexure A-3

Application Form to access network of SEA TV NETWORK LIMITED for distribution of TV channel

(Pursuant to sub reg (16) and (17) of reg10 of Chapter IV of Interconnection Regulations, 2017)

1. Name of the Broadcaster:
2. Name of the CEO/MD of the Broadcaster:
3. Registered Office address of the Broadcaster:

4. Address for Communication:

5. Name of the Contact Person/Authorised representative :
6. Telephone/Mobile No.:
7. Email Address:
8. Name of Channel for which request for distribution has been made:
9. Copy of permission letter issued by the Ministry of Information and Broadcasting for Downlinking of the channels mentioned above in India:
10. Nature of Channel (pay or free to air) :
11. Genre of channel:
12. Language(s) of channel:
13. Downlinking parameters of the Channel:
 - a. Name of satellite:
 - b. Orbital Location:
 - c. Polarization:
 - d. Downlinking Frequency:
14. Modulation/coding and compression standard of channel:
15. Encryption of channel: encrypted/unencrypted

(Signature)

Date:

Place:

Declaration

I _____ S/o, D/o _____ (Authorised Signatory) of _____ (Name of the Broadcaster), do hereby declare that the details provided above are true and correct.

(Signature)

Date:

Place: