

**REFERENCE INTERCONNECT OFFER FOR NON DIGITAL ADDRESSABLE
SYSTEM (NON DAS) PLATFORMS**

This SUBSCRIPTION AGREEMENT ("Agreement") is made at _____ on this _____ day of _____, 20____:

BY AND BETWEEN:

B4U BROADBAND (INDIA) PVT. LTD., a company incorporated under the Companies Act 1956, and having its registered office at Plot No 114, Road No 15, Next to SRL Ranbaxy, MIDC, Andheri East, Mumbai 400 093, [hereinafter referred to as "B4U," which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns] of the **ONE PART**;

AND

AFFILIATE (M/s.): _____

Affiliate Status: Company Partnership Firm Proprietorship Firm Individual
 HUF Other

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

Correspondence Address: _____

Landmark: _____ Village: _____ City/Taluka: _____

District: _____ PIN: _____ State: _____

Tel No.: STD Code: _____ No.: _____ Mobile No. : _____

E-mail ID : _____ E-mail ID : _____

Installation Address: _____

Landmark: _____ Village: _____ City/Taluka: _____

District: _____ PIN: _____ State: _____

Tel No.: STD Code: _____ No.: _____ Mobile No. : _____

E-mail ID: _____ 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 coparcenors in the case of a Hindu Undivided Family ("HUF")] of the **OTHER PART**.

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

B4U and the Affiliate are hereinafter individually and collectively referred to as "Party" and "Parties" respectively.

WHEREAS:

- (A) B4U is engaged in the broadcast and distribution of television Channels 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. This agreement is for the distribution of television channels on the non addressable systems as well as addressable systems in the event the Affiliate introduces addressable system in future in the NON-CAS area.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. AFFILIATE REGISTRATION :

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 immediately on signing the Agreement, failing which B4U shall have the right under law to terminate this Agreement and disconnect the signals of the Subscribed Channels provided to the Affiliate without any notice.

2. AREA OF OPERATION AND DETAILS OF THE NETWORK, OPERATORS, ETC.:

- 2.1 'Area' shall mean only the areas as stated below in Schedule III within which the Affiliate shall distribute the Subscribed Channels to the Subscribers through their Distribution System:
- 2.2 The Affiliate shall be liable to provide the names, addresses and details of the network of the Affiliate and the sub-operators, link operators, cable operators and details of the Subscribers that operate/are under his Network. Such details shall be stated in Schedule IV of the Agreement.
- 2.3 It is hereby expressly agreed that the Affiliate does not have 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.
- 2.4 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 B4U 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.

3. TERM:

- 3.1 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.

4. SUBSCRIBED CHANNEL(S) AND SUBSCRIPTION FEE:

- 4.1 B4U has two channels being "B4U Music" and "B4U Movies," available for subscription by the Affiliate. "B4U Music" is an encrypted free channel and "B4U Movies" is a pay channel. B4U reserves the right to convert "B4U Music" into a pay channel, at its sole discretion and as may be deemed fit by B4U, at any time during the subsistence of this Agreement, without prior notice to the Affiliate. In the event of conversion of Free to Air Channel to Pay Channel, the Affiliate agrees to collect the subscription amount fixed by B4U and remit it to B4U in accordance with this Agreement.
- 4.2 Subscribed Channel(s) shall mean either or both the channels, as may be subscribed by the Affiliate and ticked in Schedule I herein.
- 4.3 Subscribed Channel(s) shall be available to the Affiliate for distribution through their Distribution System at the charges as provided in Schedule I to this Agreement. B4U

- reserves the right to increase the subscription charges at any time during the Term of this Agreement.
- 4.4 The Subscription Fee is based only on the declared number of Subscribers by the Affiliate. The Affiliate shall pay to B4U, the Subscription Fee plus taxes, as applicable and as modified/amended from time to time, for the Subscribed Channels, on a monthly/quarterly/half-yearly/yearly basis before the 10th of the month in which payment is due.
- 4.5 In the event of delay/default in the payment of subscription fees beyond a period of 30 days from the due date, the Affiliate shall pay B4U interest on the amount of Subscription Fee due and payable to B4U @ 18% p.a. from the due date till realisation.
- 4.6 In the event of non-payment by the due date and/or by the extended period of 30 days with interest, B4U shall have the right to suspend the distribution of the Subscribed Channels by the Affiliate until payment or even terminate this Agreement, as may be deemed fit by B4U at its sole discretion.
- 4.7 The Affiliate shall pay to B4U or its assigned distributor the Subscription Fee by demand draft/pay order drawn in favour of "B4U Broadband (India) Pvt. Ltd.", unless B4U provides a written approval to the Affiliate to pay the Subscription Fee by cheque in favour of "B4U Broadband (India) Pvt. Ltd."
- 4.8 In the event the demand draft / pay order/cheque is dishonoured or not approved by the Bank, for any reason whatsoever, the Affiliate agrees to pay B4U a default fee of Rs. 1000/-. In these circumstances, B4U shall be at liberty to terminate the agreement and/or suspend the services by switching off the Viewing Card. This shall be without prejudice to any other action/right that B4U may initiate/exercise in accordance with law.
- 4.9 If during the Term of the Agreement the Affiliate desires to amend its subscription to the Subscribed Channels, B4U may authorize such amendment subject to payment of such fees as may be specified by B4U.
- 4.10 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, subject to TRAI regulations in this regard.
- 4.11 B4U has the authority to verify the number of Subscribers in the area and demand the appropriate amount from the Affiliate in that regard.
B4U shall have the right to audit the books, accounts, etc. of the Affiliate in order to verify the details of subscribers, subscription fees received by Affiliate and paid to B4U, etc., by giving 24 hours prior notice to the Affiliate and the Affiliate shall co-operate B4U in every possible manner with regard thereto.
- 5. NON-EXCLUSIVE RIGHT:**
- 5.1 B4U hereby grants to the Affiliate a non-exclusive right to distribute the Subscribed Channels to the Subscribers in the Area through their Distribution System during the Term, subject to complying with the terms and conditions of the Agreement.
- 5.2 The Affiliate's right to receive and distribute the Subscribed Channels shall be conditional to the Affiliate's performance of all its obligations including payments of the subscription charges, and mere possession of the Equipment shall not entitle the Affiliate to receive and/or distribute the Subscribed Channels.
- 5.3 It is clarified that the Subscribed Channels shall be provided by B4U to the Affiliate under the Agreement solely on the basis of and in reliance of the representations, warranties and declarations made by the Affiliate to B4U, which will be followed, within two days from the date of execution of the Agreement, by a complete and true list of the name and addresses of all of its entire sub-affiliates, sub-operators, link operators, cable operator' numbers and details of the Subscribers, together with the detailed map of the Area. If the Affiliate fails to adhere to its obligations mentioned herein, it shall be deemed to have unauthorized access to the Subscribed Channels and B4U shall be entitled to terminate the Agreement and disconnect/deactivate the Subscribed Channels in addition to any other legal or equitable remedies available to it.
- 6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AFFILIATE:**
- 6.1 The Affiliate hereby agrees, declares, confirms and covenants that:
- 6.1.1 The Affiliate shall act upon and as per the instructions of B4U and to abide by the rules and procedures pertaining to the distribution of the Subscribed Channels as notified by B4U from time to time;

- 6.1.2 The Affiliate shall use its best endeavors to maximize the number of subscribers which in turn shall maximize the total collection of the Subscription Fees for the Subscribed Channel.
- 6.1.3 The Affiliate shall ensure that the Subscribed Channel(s) is at all times given fair and equitable treatment and is not discriminated against in favour of any other channel in respect of which the Affiliate and/or its associates may have been appointed for distribution of such channel.
- 6.1.4 The Affiliate shall ensure that the Subscribed Channels are placed at a position on its Cable Television Network that ensures clarity and maximum visibility to the Subscribed Channels.
- 6.1.5 The Affiliate shall ensure continuous, instantaneous, simultaneous and seamless transmission of the Channels through its Distribution System/Cable Network to the subscribers without any interruption whatsoever. The Affiliate shall not have any rights whatsoever to delay the transmission of the Subscribed Channels as provided by B4U.
- 6.1.6 Any interruption in transmission shall be duly rectified by the Affiliate within 24 hours. B4U shall not be liable for any losses/ credits/ damages to the Affiliate or any third party in the event of any interruption of the transmission of the Channels.
- 6.1.7 The Affiliate shall have no right whatsoever to record and/or sell and/or deal and/or alter/amend, in any manner whatsoever, with the Subscribed Channels and/or the programmes provided on the Subscribed Channels to any third party and/or retransmit the Subscribed Channels except in the manner provided herein.
- 6.1.8 The Affiliate shall provide to its subscribers highest quality transmission of the Subscribed Channels and shall continuously upgrade the cables and other equipments required for the same at its own costs and expenses.
- 6.1.9 The Affiliate shall not superimpose any advertisements, animations and/or any material whatsoever on the Subscribed Channels and/or put a rider and/or interrupt the transmission of the Subscribed Channels for inserting advertisements, animations and/or any material whatsoever.
- 6.1.10 The Affiliate shall immediately inform B4U if the Affiliate becomes aware of any unauthorized use of any part of the signals of B4U and/or the Subscribed Channel(s) and shall co-operate in any and every manner, as required by B4U.
- 6.1.11 The Affiliate shall be transparent and declare its actual number of subscribers to B4U from time to time and any increase in the number of such subscribers.
- 6.1.12 The Affiliate shall be responsible for all and any delayed subscription fees and unpaid subscription fees and shall make good the same to B4U at its own cost, liability and responsibility and indemnifies B4U with regard thereto.
- 6.1.13 The Affiliate shall maintain proper books, contracts, receipts, records and maintain such registers as required under The Cable Television Networks (Regulation) Act, 1995, as amended from time to time, and make available to B4U or its authorized representative at all reasonable times such books, contracts, receipts, records, registers for the purpose of inspection and audit.
- 6.1.14 The Affiliate shall maintain utmost confidentiality of all information pertaining to the business of B4U as the Affiliate may come across during the course of this Agreement.
- 6.1.15 The Affiliate shall avail all license/permits/approvals and comply with all applicable laws, rules, regulations under the laws of India, as amended and in force from time to time.
- 6.1.16 The Affiliate shall inform B4U of any changes in its cable operators, link operators, etc., as well any change in any of the technical parameters of the retransmission.
- 6.1.17 The Affiliate shall use its best efforts to promote the Subscribed Channels among its customers and potential customers. Further, Affiliate acknowledges that the names and marks "B4U", are not the property of the Affiliate and that the Affiliate has not and will not acquire any proprietary right therein by reason of this Agreement. The Affiliate's shall not mention and/or use the trade-names/trademarks of B4U without the prior approval of B4U. Affiliate shall not publish or disseminate any material which violates any restrictions imposed by B4U.
- 6.1.18 The Affiliate agrees and acknowledges that B4U shall have the right to change the satellite/ transponder carrying the Subscribed Channels and/or change the delivery system and/or change the encryption of the signal of the Subscribed Channels.

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 prior written notice of thirty (30) days to the other Party. Upon the termination of this Agreement, distribution of the Subscribed Channels by the Affiliate shall be unauthorized and illegal and B4U shall have the right to disconnect/deactivate the signals of the Subscribed Channels.
- 7.3 B4U shall have the right to disconnect/deactivate the distribution of signals to the Subscribed Channels and terminate this Agreement by giving thirty (30) days prior written notice 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 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;
- 7.3.2 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;
- 7.3.3 In the event of failure on the part of the Affiliate to place the Subscribed Channels on the agreed upon frequency and band;
- 7.3.4 In case of bankruptcy or insolvency of the Affiliate;
- 7.3.5 In case of dissolution of the partnership or winding up proceedings against the Affiliate;
- 7.3.6 In the event of assignment of the Agreement by the Affiliate without prior written approval of B4U;
- 7.3.7 If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels in the Area;
- 7.3.8 If the Affiliate in any manner jeopardises or interferes with B4U's intellectual property rights in the Subscribed Channels or part thereof;
- 7.3.9 In the event B4U is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of B4U 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 prevents/restricts B4U to provide the Subscribed Channels to the Affiliate under the terms of this Agreement;
- 7.3.10 If the Affiliate's registration under the Cable Television Networks (Regulation) Act, 1995 is cancelled and/or not renewed;
- 7.3.11 If the Affiliate is in breach of any of its representations, obligations, warranties.
- Parties agree that if any of the agreements between B4U and its licensors relating to B4U's right to distribute any of the Subscribed Channels in the Area is terminated, then this Agreement shall be terminated for such channel.
7. **THE EQUIPMENT:**
- 7.1 B4U shall, at the request of the Affiliate supply or cause to be supplied the Equipment to the Affiliate directly or through suppliers nominated by it, upon such terms and conditions as agreed herein.
- 7.2 **THE VIEWING CARD AND THE DIGITAL SATELLITE RECEIVER (DSR)**
- 7.2.1 The Viewing Card(s) and DSR supplied by B4U shall at all times remain the sole and exclusive property of B4U.
- 7.2.2 The DSR shall be used by the Affiliate exclusively for viewing the Channel for which it is issued.
- 7.2.3 The Viewing Card No. and DSR No. as provided to the Affiliate and its activation date is as mentioned in Schedule II to this Agreement.
- 7.3 The Affiliate shall forthwith return the Equipment to B4U upon expiry or termination of the Agreement for any reason whatsoever and/ or, at the request of B4U.
- 7.4 It is clearly understood by the Affiliate that mere possession of a Viewing Card(s) and/or DSR shall in itself not confer any right on the Affiliate to receive the Subscribed Channels.
- 7.5 The Affiliate shall use the Equipment(s) only in terms of the Agreement and at the installation address mentioned in the Agreement.
- 7.6 The Affiliate shall get the DSR insured immediately on execution / renewal of the Agreement. In case of damage to the DSR, B4U shall recover the actual repair cost from

- the Affiliate. However, in case the DSR cannot be repaired or is beyond repair, the Affiliate shall be liable to pay to B4U the cost of the DSR at the time it was supplied to the Affiliate.
- 7.7 The Affiliate shall not make any unauthorized use or tamper with the Equipment(s) in any manner whatsoever. However, in the event the Affiliate desires to move the Equipment(s) to some other address, the Affiliate shall obtain prior written permission from B4U.
- 7.8 The Affiliate shall not sell, exchange or transfer the Equipment(s) in any manner whatsoever. In the event, upon any investigation or inspection, if it is found that any Equipment(s) is being mis-utilised, mishandled or used in any manner, other than what has been specifically provided for under the Agreement, the Affiliate shall be liable to compensate B4U for any loss or damages caused to B4U by such mis-utilisation or mishandling or unprescribed/unauthorised use. In any such event, B4U shall also be entitled to immediately deactivate the Viewing Card(s) subject to Applicable Laws and take back possession of the Equipments and also to initiate appropriate civil and/or criminal proceedings in respect of such mis-utilisation or mishandling or unprescribed/unauthorised use.
- 7.9 B4U shall not be liable for any defect in the Equipment(s), which is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the Affiliate or any other person. In the event the Equipment(s) is lost, stolen or damaged, the Affiliate shall immediately inform B4U. In the event the Affiliate desires new Viewing Card(s) for any Channel forming part of the Subscribed Channels and/or DSR subject to clause 8.6 above, the same may be issued at the discretion of B4U on payment of such charges as may be specified by B4U from time to time.
- 7.10 In the event any of the Equipment(s) is not in use by the Affiliate, the same should be returned to the concerned office of B4U immediately.
- 7.11 In the event, the Affiliate merges or amalgamates with another entity or ceases to carry on the business of multi system operator or cable operator and does not require the DSR given to the Affiliate by B4U, the Affiliate shall intimate the same to B4U immediately and shall take steps to forthwith return the Equipment to B4U. In the event the Affiliate fails to return the Equipment to B4U, the Affiliate shall be liable to pay a sum of Rs. 4000/- per DSR, Viewing Card and remote (where applicable) or the purchase value of the DSR, Viewing Card and remote, whichever is higher.
- 7.12 Upon expiry or termination of the Agreement, B4U shall be entitled to take back the possession of the Equipment from the Affiliate.. In case the Affiliate fails to return the Equipment to B4U, the Affiliate shall be liable to pay a sum of Rs. 4000/- per DSR, Viewing Card and remote (where applicable) or the purchase value of the DSR, Viewing Card and remote, whichever is higher. In case the Affiliate returns the DSR, however, the Viewing Card and remote (where applicable) are damaged or missing, then the Affiliate shall be liable to pay to B4U such charges as specified by B4U.
- 7.13 In order to take back possession of the Equipment from the Affiliate, the Affiliate shall ensure that the personnel/representative of B4U are allowed free and unobstructed access to the premises of the Affiliate where the DSR, Viewing Card and remote (where applicable) are installed and take possession of the same. The Affiliate shall not interfere with such procedure.
- 7.14 The Affiliate acknowledges and recognizes that simple possession of the Equipment does not automatically entitle the Affiliate to receive the Subscribed Channels.
- 7.15 Any violation/breach of this Clause shall entitle B4U to terminate the Agreement in terms of the Agreement and to deactivate/disconnect the Subscribed Channels This is without prejudice to the other legal and equitable rights and remedies available to B4U.
- 8. INTELLECTUAL PROPERTY RIGHTS:**
- 8.1 All right, title and interest in the Trademarks, Copyrights, Service Marks, Designs, Concepts, Scripts, Programmes, Programme Presenters, Films, its advertising and promotional campaigns, etc. relating to B4U and/or the Subscribed Channels or that may be created and/or manufactured by the Affiliate in relation to the Subscribed Channels and all the intellectual property rights therein shall at all times worldwide and in perpetuity shall be the sole and exclusive property of B4U and shall solely vest in B4U. The Affiliate shall have no right/s whatsoever in and to the same.

8.2 The Affiliate shall not use any intellectual property of B4U in any form without previous written permission of B4U. Except for the rights granted herein, i.e. carriage and retransmission of B4U signals/ Subscribed Channels on its Distribution System, the Affiliate shall have no other rights whatsoever.

9. LIABILITY:

9.1 B4U shall not be liable in any manner whatsoever to the Affiliate and/or any third party for any loss or damage by virtue of this Agreement pertaining to interruption of the programmes/Subscribed Channels and/or the quality of the programmes and/or the quality of transmission.

10. INDEMNITY:

The Affiliate agrees to indemnify and keep indemnified and defend B4U from and against all and any claims, losses, damages, proceedings, actions, costs (including legal costs) relating to any default or breach or alleged breach of Affiliate's obligation(s), promise(s), representation(s), warranty(ies) or agreement(s) hereunder or arising out of any claim or liability for any payment to any person, licensee or representative employed or engaged by Affiliate at its own costs and expenses.

11. ASSIGNMENT

This Agreement and the rights granted to the Affiliate herein are personal to the Affiliate and the Affiliate shall not assign, license, transfer the whole or any part of this Agreement and/or the rights granted herein to any other party save and except with the prior written consent of B4U. B4U shall have the right at any time to assign its obligations pursuant to this Agreement and/or its right to receive income pursuant to this Agreement to any third party.

12. WAIVER

12.1 No exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

13. SEVERABILITY

13.1 In the event that any term, condition, or provision of this Agreement is held to be a invalid and/or violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfied by alternative provision in place of the provision so deleted.

14. ENTIRE UNDERSTANDING:

14.1 This Agreement contains the entire understanding between the Parties and shall override all previous arrangements, agreements, understanding between the Parties. Any amendment, alteration, modification to this Agreement shall be valid only if made in writing and signed by the Authorised Signatories of the Parties.

15. JURISDICTION:

15.1 The exclusive jurisdiction for the adjudication of disputes between the parties shall be with the Telecom Disputes Settlement and Appellate Tribunal at New Delhi.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS
THE DAY AND YEAR FIRST MENTIONED HEREINABOVE:**

SIGNED AND DELIVERED)

by the withinnamed party)

B4U BROADBAND (INDIA) PVT. LTD.)

Through its authorised signatory)

_____)

in the presence of:)

SIGNED AND DELIVERED)

by the withinnamed Affiliate)

Through its authorised signatory)

_____)

in the presence of:)

Schedule I

Tick Box	Channel(s)	No. of Subscribers	Subscription Fee Per Subscriber Per Month	Payment Terms (Monthly/Quarterly/Bi-Annually/Annually)
	B4U Music			
	B4U Movies			

Schedule II

Channel(s)	Digital Satellite Receiver (DSR) No.	Viewing Card No.	Activation Date

Schedule III

Area of Operation

Schedule IV

(As may be applicable to the Affiliate)

Names, addresses and details of the Network of the Affiliate, sub-operators, link operators, cable operators and details of the Subscribers
