

SUBSCRIPTION AGREEMENT [ANALOGUE]

FOR MAVIS SATCOM LTD CHENNAI, OFFICE USE ONLY

Agreement No: SA _____

SALES PERSON _____

DISTRIBUTOR REFERENCE _____

CUSTOMER REFERENCE NO. _____

Affix passport - size photograph of the authorized signatory & sign on the same such that half the signature is on the page and other half is on the photograph.

This Subscription Agreement ("**Agreement**") is executed on this day of _____ by and between:

MAVIS SATCOM LTD CHENNAI, a company incorporated under the Companies Act, 1956, having its registered office at No. 48, NP Jawaharlal Nehru Road, Ekkattuthangal, Chennai – 600 032. [hereinafter referred to as "**MAVIS SATCOM LTD CHENNAI**", which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns]; and

Affiliate (M/s):

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

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

Correspondence Address:

Pin Code : _____

Tel. No.: _____ Mobile No.: _____ Fax No.: _____

E-mail ID:

Cable TV/P&T Regd. No: _____ PAN No.: _____

Installation Address: _____

Pin Code : _____

Tel. No.: _____ Mobile No.: _____ Fax No.: _____

Contact Person: _____

Affiliate Location: Main City / Outside City / Rural Area

[hereinafter referred to as "**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 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; the successors and permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family ("**HUF**")].

MAVIS SATCOM LTD CHENNAI and the Affiliate are hereinafter individually and collectively referred to as "**Party**" and "**Parties**" respectively.

WHEREAS:

- A. MAVIS SATCOM LTD CHENNAI is authorized to distribute the Channels through Cable Television Networks in the Territory.
- B. The Affiliate is authorized under the Cable Television Network (Regulation) Act, 1995 to receive signals of satellite television channels directly from satellites and retransmit such signals through Cable Television Networks in the Area.
- C. The Affiliate is desirous to receive and retransmit signals of the Subscribed Channels through its Distribution System to the Subscribers in the Area for the Term and in this regard has approached MAVIS SATCOM LTD CHENNAI.

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

1. DEFINITION:

In this Agreement, unless the context otherwise requires:

- (a) **"Applicable Laws"** means law, regulation, direction, notification or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the Telecom Regulatory Authority of India (TRAI) and the Ministry of Information & Broadcasting (MIB).
- (b) **"Area"** means such areas within the Territory as specified in Annexure B to this Agreement.
- (c) **"Channels"** means the satellite television channels listed in Annexure A to this Agreement.
- (d) **"Cable Service"** means the transmission by cables of programmes including re-transmission by cables of any satellite television signals.
- (e) **"Cable Television Networks"** means systems consisting of set of closed transmission paths and associated signal generation, control and distribution equipments designed to provide Cable Service for reception by multiple subscribers.
- (f) **"Commercial Subscriber"** means any subscriber who receives the Cable Service and uses signals of the Cable Service for the benefit of its clients, customers, members or any other class or group of persons having access to such place.
- (g) **"Distribution Systems"** shall mean the local ground/overhead analogue Cable Television Network owned, controlled and legally used by the Affiliate to distribute the satellite television channels in the Area and includes the local ground/overhead analogue Cable Television Network owned, controlled and legally used by the Local Cable Operators, which the Affiliate represents are connected to the Affiliate as on the date of execution of the Agreement and shall get signals of the Subscribed Channels from the Affiliate and specifically excludes distribution of satellite television channels through any other means.
- (h) **"Equipments"** means equipments comprising of digital satellite receivers/integrated receiver decoder, viewing cards and remotes (where applicable), which enables decryption of encrypted satellite television channels and includes the Equipment for the Subscribed Channels, details of which are set forth in Annexure D annexed to this Agreement.
- (i) **"Local Cable Operators"** means the local cable operators receiving signals of the satellite television channels from the Affiliate and retransmits the same through its Cable Television Network to the Subscribers, the details of whom are provided by the Affiliate to MAVIS SATCOM LTD CHENNAI in terms of Clause 1(a) of Annexure E.
- (j) **"Service Provider"** shall mean each of the owners, operators or distributors of any of the Channels.
- (k) **"Subscriber"** means a subscriber who receives the Cable Service and uses the same for his domestic purposes only and specifically excludes Commercial Subscriber. For the sake of clarity, each television connection in a private residential household or private residential multi-dwelling unit receiving the Subscribed Channels from the Affiliate (either directly or through the Local Cable Operator) through the Distribution System shall be treated as a Subscriber.
- (l) **"Subscriber Base"** means the number of subscribers receiving the Subscribed Channels either directly or indirectly (through Local Cable Operators) as declared by the Affiliate to MAVIS SATCOM LTD CHENNAI.
- (m) **"Subscribed Channels"** means the channels and/or the bouquet of channels amongst the Channels subscribed by the Affiliate as specifically listed in Annexure C and Annexure C1 of this Agreement.
- (n) **"Subscription Fees"** means the monthly subscription fees for the Subscribed Channels payable by the Affiliate to MAVIS SATCOM LTD CHENNAI as specified in Annexure C and Annexure C1 to this Agreement.
- (o) **"Term"** means the term of the Agreement as specified in Annexure C and Annexure C1 of the Agreement.
- (p) **"Territory"** means the States of Tamil Nadu, Karnataka, Andhra Pradesh, Kerala, Andaman & Nicobar Islands and Lakshadweep as well as the Union Territory of Pondicherry / India as a whole

2. INTERPRETATION:

In the interpretation of the Agreement, unless the context requires otherwise:

- (a) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (b) The references to Annexure are references respectively to the annexure to this Agreement.
- (c) The reference to the singular includes reference to plural and vice versa.
- (d) The reference to any gender includes a reference to all other genders.
- (e) The term "including" shall mean "including without limitation".

3. NON-EXCLUSIVE RIGHT:

On the basis of the representations, warranties and undertakings given by the Affiliate, MAVIS SATCOM LTD CHENNAI hereby grants non-exclusive right for the Term to the Affiliate to receive the signals of the Subscribed Channels directly from designated satellites and retransmit such signals through the Distribution Systems to the Subscribers in the Area during the Term, subject to the Affiliate paying the Subscription Fees and complying with all the terms and conditions as set out in this Agreement. The Affiliate understands and agrees that mere possession of the Equipments of the Channels does not entitle the Affiliate to receive and/or distribute/retransmit the Channels. All rights not specifically and expressly granted to Affiliate under the Agreement are reserved by JAYA TV NETWORK CHENNAI.

4. **AREA:**

The Affiliate shall be entitled to retransmit signals of the Subscribed Channels to the Subscribers through the Distribution Systems limited to the Area.

The Affiliate shall not provide signals of the Subscribed Channels to Subscribers beyond the Area. Violation of this clause shall be a material breach of this Agreement and the Affiliate shall be deemed to indulging in unauthorized retransmission of signals of the Subscribed Channels and MAVIS SATCOM LTD CHENNAI shall have the right to terminate this Agreement and/or deactivate the signals of the Subscribed Channels to the Distribution Systems of the Affiliate, in addition to any other legal or equitable remedies available to it.

5. **OBLIGATIONS OF THE AFFILIATE:**

- (a) The Affiliate shall, at its own costs and expenses, receive and retransmit the Subscribed Channels from designated satellites.
- (b) The Affiliate shall retransmit signals of the Subscribed Channels to the Subscribers in the Area only through the Distribution Systems. The Affiliate shall be responsible, at its sole cost and expense, for obtaining all licenses and permits necessary for the foregoing.
- (c) The Affiliate shall collect fees from the Subscribers, either directly or through its Local Cable Operators, and pay the Subscription Fees to MAVIS SATCOM LTD CHENNAI, in a timely manner.
- (d) The Affiliate shall ensure retransmission of high quality signal of the Subscribed Channels to the Subscribers in the Area.
- (e) The Affiliate shall furnish updated list of Local Cable Operators along with their Subscriber Base to MAVIS SATCOM LTD CHENNAI on a monthly basis in terms of Clause 12 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
- (f) The Affiliate shall take all necessary action to prevent unauthorized access of the Subscribed Channels in the Area and shall regularly provide to MAVIS SATCOM LTD CHENNAI with updated piracy reports.

6. **SUBSCRIPTION FEES:**

- (a) MAVIS SATCOM LTD CHENNAI shall raise monthly invoices towards the Subscription Fees for the concerned month on the Affiliate and before 15th of the same month, the Affiliate shall pay to MAVIS SATCOM LTD CHENNAI the Subscription Fees, as detailed in Annexure C and Annexure C1 to this Agreement, together with applicable taxes.
- (b) It is understood between the Parties that non-receipt of dispatched invoices shall not relieve the Affiliate from its obligation to make the payments of the Subscription Fees in a timely manner. In the event the Affiliate does not receive the invoice for a particular English calendar month by the 15th day of such month, then the Affiliate shall promptly intimate MAVIS SATCOM LTD CHENNAI about the same and request for issuance of duplicate invoice. All such communication shall be mandatorily be addressed/marked to the attention of Chief Financial Officer of MAVIS SATCOM LTD CHENNAI.
- (c) All payments under the Agreement shall be paid free and clear of and shall not be reduced by any tax, levy or charge including but not limited to service tax (except for Indian withholding taxes as provided below). The service tax shall be extra and shall be borne entirely by the Affiliate. If under Indian tax laws, any payments from Affiliate to MAVIS SATCOM LTD CHENNAI are subject to Indian withholding taxes, affiliate shall (i) withhold the legally required amount from its payment, (ii) remit such amount applicable to the Indian tax authority, and (iii) within the statutory period deliver all documents to MAVIS SATCOM LTD CHENNAI evidencing such statutory deductions.
- (d) The Affiliate shall pay the Subscription Fees to MAVIS SATCOM LTD CHENNAI for a particular month on or before the end of the same month. The Affiliate shall be liable to pay interest @18% if the Affiliate fails to pay the Subscription Fees in a timely manner. Notwithstanding the foregoing, MAVIS SATCOM LTD CHENNAI reserves the right to terminate the Agreement and disconnected/deactivate the signals of the Subscribed Channels upon non-payment of the Subscription Fees.
- (e) The Subscription Fees shall be paid by the Affiliate to MAVIS SATCOM LTD CHENNAI in Indian Rupees by demand draft/pay order/cheque (**Instruments**) in favour of **JAYA TV NETWORK CHENNAI Media Services South Pvt. Ltd.** unless instructed otherwise in writing by MAVIS SATCOM LTD CHENNAI. No cash payments shall be made by the Affiliate towards Subscription Fees or any other dues whatsoever. However in the event an instrument issued by the Affiliate is dishonoured or not approved or returned due to any reason whatsoever, without prejudice to the rights available to MAVIS SATCOM LTD CHENNAI under law, the Affiliate shall be liable to pay an amount of not less than Rs.1,500/- for each of the dishonoured, disapproved or rejected Instrument.
- (f) All payments collected by MAVIS SATCOM LTD CHENNAI from the Affiliate shall be on First In First Out (FIFO) basis. The Affiliate shall have no right to withhold or claim adjustment/set off Subscription Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against JAYA TV NETWORK CHENNAI, etc.).

7. **REVISION OF RATES/SUBSCRIPTION FEES:**

- (a) The Subscription Fees payable by the Affiliate to MAVIS SATCOM LTD CHENNAI shall automatically be revised and Annexure C and Annexure C1 to this Agreement to that extent shall be deemed to be modified, varied, altered and amended if during the Term a revision of the A-la- carte Rates and/or Bouquet Rates (**Tariffs**) of any Subscribed Channels is brought about pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi judicial or judicial authority and such revised Tariffs shall apply from the date such revision is notified by such authority; and/or
- (b) MAVIS SATCOM LTD CHENNAI reserves the right to revise the Subscription Fees if during the Term there is addition/deletion in the Subscribed Channels
- (c) MAVIS SATCOM LTD CHENNAI reserves the right to revise the Subscription Fees if during the Term JAYA TV NETWORK CHENNAI, at its sole discretion, believes that:

- (i) There is any variation in the Subscriber Base of the Affiliate; and/or
- (ii) The Affiliate has suppressed the correct number of Subscribers and/or Local Cable Operators at the time of execution of the Agreement; and/or
- (iii) There is an increase/decrease in the Subscribers and/or Local Cable Operators

8. THE EQUIPMENT:

- (a) MAVIS SATCOM LTD CHENNAI shall, at the request of the Affiliate supply or cause to be supplied the Equipment to the Affiliate or has already supplied such Equipment directly or through suppliers nominated by it. The Equipment shall at all times remain the sole and exclusive property of respective Service Provider.
- (b) In the event the Affiliate merges or amalgamate with another entity or ceases to operate the Distribution Systems, the Equipment supplied by MAVIS SATCOM LTD CHENNAI to the Affiliate shall be returned forthwith to MAVIS SATCOM LTD CHENNAI. In case the Equipment are damaged due to negligence of the Affiliate, MAVIS SATCOM LTD CHENNAI on behalf of the respective Service Provider shall be authorized to recover the actual repair cost from the Affiliate and in the event the Equipment are beyond repair, the Affiliate shall be liable to pay to MAVIS SATCOM LTD CHENNAI the cost of such Equipment as on the time it was supplied to the Affiliate.
- (c) In order to take back possession of the Equipments from the Affiliate, the Affiliate shall ensure that the personnel/representative of MAVIS SATCOM LTD CHENNAI are allowed free and unobstructed access to the premises of the Affiliate where the Equipments are installed, and the Affiliate shall not interfere with such procedure

9. ADDITIONAL CHARGES FOR THE EQUIPMENT:

- (a) In the event the Affiliate requests, MAVIS SATCOM LTD CHENNAI may on behalf of the Service Providers, in terms of the applicable MAVIS SATCOM LTD CHENNAI policy, supply or cause to supply the Equipment. At its discretion MAVIS SATCOM LTD CHENNAI may require the Affiliate to make the following payments against delivery of the Equipment:
 - (i) **Processing Fee:** MAVIS SATCOM LTD CHENNAI may require the Affiliate to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel as per MAVIS SATCOM LTD CHENNAI policy.
 - (ii) **Courier/Taxes:** The Affiliate shall pay the courier charges, octroi, taxes and other levies and transportation charges for the Equipment.
 - (iii) **Refundable Security Deposit:** MAVIS SATCOM LTD CHENNAI may require the Operator to pay an amount of Rs. 2,500/-, or such amount as may be determined by MAVIS SATCOM LTD CHENNAI from time to time, for each digital satellite receivers/integrated receiver decoder provided by MAVIS SATCOM LTD CHENNAI to the Operators under the Agreement. Such refundable security deposit amount shall be refunded by MAVIS SATCOM LTD CHENNAI to the Operator upon expiry or earlier termination of the Agreement, subject to the Operator returning the digital satellite receivers/integrated receiver decoder in perfect working condition (reasonable wear and tear acceptable) and also subject to MAVIS SATCOM LTD CHENNAI setting off the refundable security deposit amount, or part thereof, with any amount receivable by MAVIS SATCOM LTD CHENNAI from the Operator on such date of expiry or termination of the Agreement.
- (b) The abovementioned charges shall be levied on a one time basis during the Term of the Agreement and when any new channel is introduced by MAVIS SATCOM LTD CHENNAI and subscribed for by the Affiliate. It is expressly agreed between the Parties that if within one month of the request made, the Affiliate does not intimate MAVIS SATCOM LTD CHENNAI of the receipt or non-receipt of the Equipment then it will be deemed that the Affiliate has received the Equipment.

10. TERM & TERMINATION:

- (a) This Agreement shall be valid for the Term.
- (b) This Agreement shall automatically expire by efflux of time, i.e. on the completion of the Term, unless terminated earlier.
- (c) Either Party shall have the right, as per Applicable Laws, to terminate this Agreement by giving three weeks notice to the other Party clearly giving the reasons for the proposed action.
- (d) MAVIS SATCOM LTD CHENNAI shall have the right to forthwith terminate this Agreement and disconnect/deactivate the distribution of signals to the Subscribed Channels and/or take any other action as may be appropriate, upon the occurrence of any of the following:
 - (i) In case of bankruptcy or insolvency of the Affiliate;
 - (ii) In case of dissolution of the partnership or winding up proceedings against the Affiliate;
 - (iii) In the event of assignment of the Agreement by the Affiliate without prior written approval of MAVIS SATCOM LTD CHENNAI;
 - (iv) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels in the Area;
 - (v) If the Affiliate in any manner jeopardizes or interferes with intellectual property rights referred to in Clause 9 below;
 - (vi) In the event MAVIS SATCOM LTD CHENNAI/broadcaster of the Subscribed Channels is subjected to legal, governmental or other adverse action under applicable treaties, Tariffs or Applicable Laws that restrict the right of MAVIS SATCOM LTD CHENNAI/broadcaster of the Subscribed Channels to provide the Subscribed Channels or any part thereof to the Affiliate or limit the Affiliate's right or authorization to distribute the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts MAVIS SATCOM LTD CHENNAI/broadcaster of the Subscribed Channels to provide the Subscribed Channels to the Affiliate under the terms of this Agreement;
 - (vii) If the Equipments are removed from the Installation Address without prior written consent of MAVIS SATCOM CHENNAI or is being used or intended to be used, at a place other than the Installation Address;
 - (viii) If the Affiliate's registration under the Cable Television Networks (Regulation) Act, 1995 is suspended, cancelled, terminated and/or not renewed;

- (ix) If the Affiliate is in breach of any of its representations, obligations, warranties contained in this Agreement and/or if the same are found to be untrue;
 - (x) In the event of non-disclosure/under-declaration of Local Cable Operators and/or under-declaration or wrong disclosure of Subscriber Base catered directly or through Local Cable Operators;
 - (xi) In case the Affiliate (without first negotiating and mutually agreeing upon revised Subscription Fees with JAYA TV NETWORK CHENNAI) distributes / sub-distributes the signals beyond the Areas as agreed under this Agreement;
 - (xii) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels in the Area (including but not limited to entering into an agreement / arrangement with another service provider for operational and/or administrative and/or funding purposes, etc.);
 - (xiii) If the Affiliate does not comply with any rules, regulations, orders of TRAI or any other government or statutory body / court or tribunal;
 - (xiv) If MAVIS SATCOM LTD CHENNAI or any of the Service Providers, ceases to distribute or operate any of the Services in the Territory for any reason or no reason.
- (e) MAVIS SATCOM LTD CHENNAI reserves the right to terminate the Agreement, if the Affiliate is in breach of any representation, warranties or undertaking anytime during the Term.
- (f) MAVIS SATCOM LTD CHENNAI rights to terminate the Agreement shall be without prejudice to MAVIS SATCOM LTD CHENNAI's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.
- (g) The Parties agree that if any of the agreements between MAVIS SATCOM LTD CHENNAI and its licensors relating to MAVIS SATCOM LTD CHENNAI's right to distribute any of the Subscribed Channels in the Area is terminated, then the part of the Agreement pertaining to the said Subscribed Channel shall stand terminated. In such an event, fresh Annexure shall be executed between the Parties at mutually agreed terms, subject to applicable law.

11. CONSEQUENCES OF EXPIRY/TERMINATION:

Upon expiry or termination of the Agreement:

- (a) MAVIS SATCOM LTD CHENNAI shall disconnect/deactivate signals of the Subscribed Channels,
- (b) The Affiliate shall immediately return the Equipment of the Subscribed Channels to MAVIS SATCOM LTD CHENNAI in good working condition failing which the Affiliate shall be liable to provide compensation/damages, equivalent to the monthly Subscription Fees last paid by the Affiliate, for each month of delay, on a pro-rata basis, and
- (c) The Affiliate shall within seven (7) days thereof pay to MAVIS SATCOM LTD CHENNAI all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to MAVIS SATCOM LTD CHENNAI under the Agreement as on the date of termination failing which such outstanding amounts shall be payable together with interest @ 24% p.a.

12. REPRESENTATIONS AND WARRANTIES OF MAVIS SATCOM LTD CHENNAI:

- (a) MAVIS SATCOM LTD CHENNAI represents to the Affiliate that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) MAVIS SATCOM LTD CHENNAI makes no representations and/or warranties relating to the continuity, reception and quality of the contents on the Subscribed Channels and MAVIS SATCOM LTD CHENNAI shall not be liable for any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the Affiliate.
- (c) MAVIS SATCOM LTD CHENNAI has no control on any Channel or the scheduling and the programme content of such Channels. Therefore, neither MAVIS SATCOM LTD CHENNAI nor its officers, directors, servants, agents or authorized companies shall be liable for any civil or criminal proceedings for any loss, damage, defamation or hurt caused to the sentiments of any person whatsoever by reason of the contents or scheduling of any programmes shown on any Channel or any interference with the Affiliate reception of any Channel forming part of the Subscribed Channels;
- (d) MAVIS SATCOM LTD CHENNAI shall not, under any circumstances, be liable for the performance of the Equipments for the Subscribed Channels.

13. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE AFFILIATE

The Affiliate represents, warranties and undertakes to MAVIS SATCOM LTD CHENNAI that:

- (a) The Affiliate represents that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) The Affiliate represents that the list of Local Cable Operators together with its details are correct.
- (c) The Affiliate undertakes to enter into a back to back agreement with the Local Cable Operators to ensure that the Local Cable Operators are in compliance with all the provisions of this Agreement.
- (d) The Affiliate undertakes to promptly inform MAVIS SATCOM LTD CHENNAI in case of any change in number, names, addresses and details of the Local Cable Operators.
- (e) The Affiliate represents that it has a valid registration certificate in its name under the Cable Television Network (Regulation) Act, 1995 to retransmit satellite television channels through the Distribution System in the Area. The Affiliates undertakes to keep such registration certificate valid and subsisting during the Term of this Agreement and provide a copy of the same to MAVIS SATCOM LTD CHENNAI as and when called upon to do so by MAVIS SATCOM LTD CHENNAI.
- (f) The Affiliate represents that all the Execution Requirements, as listed in Annexure E of this Agreement, provided by the Affiliate to MAVIS SATCOM LTD CHENNAI are correct.

- (g) The Affiliate shall promptly intimate MAVIS SATCOM LTD CHENNAI upon variation (i.e. increase or decrease) in the Subscriber Base.
- (h) The Affiliate undertakes to pay the Subscription Fees together with applicable taxes in a timely manner.
- (i) The Affiliate undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.
- (j) The Affiliate undertakes not to, whether by itself or through its Local Cable Operators, re-transmit signals of the Subscribed Channels beyond the Area.
- (k) The Affiliate shall not retransmit the Subscribed Channels via any medium other than the Distribution System.
- (l) The Affiliate shall not distribute the Subscribed Channels to any Commercial Subscribers for which a separate agreement shall be executed between the Parties as per applicable terms and conditions.
- (m) The Affiliate undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
- (n) The Affiliate undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Affiliate further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify MAVIS SATCOM LTD CHENNAI of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by MAVIS SATCOM LTD CHENNAI to take such steps as are reasonable and appropriate to cause such activities to cease.
- (o) The Affiliate undertakes to do all acts as may be required by MAVIS SATCOM LTD CHENNAI to give effect to the terms of this Agreement.
- (p) The Affiliate undertakes not to place the Subscribed Channels next to any pornographic or gambling channel.
- (q) The Affiliate undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipments without prior written permission of MAVIS SATCOM LTD CHENNAI. Further, the Affiliate undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allow anybody else to do the same, without prior written permission of MAVIS SATCOM LTD CHENNAI and shall indemnify MAVIS SATCOM LTD CHENNAI against any damage, destruction, theft or loss of the Equipments.
- (r) The Affiliate undertakes not to modify, misuse or tamper with the Equipments including the seal (paper seal to prevent opening of the Equipments) or any signals emanating therefrom, in a manner that prevents the identification of the Equipments number or interferes with the signals emanating therefrom.
- (s) The Affiliate undertakes to keep the Equipments in good and serviceable order and condition to the satisfaction of MAVIS SATCOM LTD CHENNAI and bear all expenses for general repairs and maintenance of the same and it shall immediately notify MAVIS SATCOM LTD CHENNAI in the event of any mechanical/ technical fault in the Equipments.
- (t) The Affiliate shall ensure that no cable operators receive signals of the Channels from the Affiliate without prior written consent of the Affiliate.
- (u) The Affiliate undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipments as and when the same becomes due and payable and shall indemnify MAVIS SATCOM LTD CHENNAI against any default or non-payments in this regard.
- (v) Upon expiry/termination of the Agreement, the Affiliate undertakes to return to MAVIS SATCOM LTD CHENNAI the Equipments of the Subscribed Channels in good working condition and pay to MAVIS SATCOM LTD CHENNAI all outstanding payments that may be payable to MAVIS SATCOM LTD CHENNAI under the Agreement on the date of termination.
- (w) Upon change in designated satellite of the Subscribed Channels, the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels.
- (x) The Affiliate undertakes to promptly intimate MAVIS SATCOM LTD CHENNAI of any change in ownership or sale of the business/assets of the Affiliate.
- (y) The Affiliate undertakes to keep accurate and complete records and accounts of billings of the Subscribers/Local Cable Operators and make such records available to MAVIS SATCOM LTD CHENNAI and/or its representatives for inspection/audit upon reasonable notice. The Affiliate undertakes to provide all assistance to MAVIS SATCOM LTD CHENNAI for conducting survey to determine the actual Subscriber Base of the Affiliate. The Affiliate undertakes to furnish and submit to MAVIS SATCOM LTD CHENNAI all information and/or documents as may be required by MAVIS SATCOM LTD CHENNAI from the Affiliate from time to time.
- (z) The Affiliate undertakes to comply with the Applicable Laws.

14. INTELLECTUAL PROPERTY RIGHTS:

- (a) It is expressly agreed and understood that the Affiliate shall not acquire any ownership or other rights with respect to the Subscribed Channels.
- (b) All right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels, or any mark of the right holders of any programming exhibited on the Subscribed Channels (collectively, the **Intellectual Property** shall belong exclusively to the relevant Service Providers of each Subscribed Channel or its respective affiliated companies or licensor. The Affiliate shall not

acquire any proprietary or other rights in the Intellectual Property to which MAVIS SATCOM LTD CHENNAI or its associates or principals (the Service Providers) assert proprietary or other rights, which MAVIS SATCOM LTD CHENNAI may notify the Affiliate from time to time in writing and agrees not to use the Intellectual Property in any corporate or trade name. The Affiliate may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of MAVIS SATCOM LTD CHENNAI. Marketing materials generated by the Affiliate may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the Affiliate. Such marketing materials shall require the prior written approval of MAVIS SATCOM LTD CHENNAI. The Affiliate shall not acquire any proprietary or other rights in the trade names and trademarks of MAVIS SATCOM LTD CHENNAI or the Service Providers of the Subscribed Channels ("**MAVIS SATCOM LTD CHENNAI Marks**"), and agrees not to use MAVIS SATCOM LTD CHENNAI Marks without prior written consent of MAVIS SATCOM LTD CHENNAI.

15. CONFIDENTIALITY:

The Affiliate shall keep in strict confidence, any confidential information received by it while participating in the affairs/business of MAVIS SATCOM LTD CHENNAI ("**Confidential Information**") and shall not disclose the same to any Person, not being party to this Agreement. The Affiliate shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. The Confidential Information shall, at all times, remain the exclusive property of MAVIS SATCOM LTD CHENNAI and the Affiliate shall not acquire any rights in the Confidential Information.

16. FORCE MAJEURE:

Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the Subscribers. In the event of a suspension of any obligation under this section, which extends beyond a period of one month, the Party not affected, may at its option, elect to cancel those aspects of this Agreement.

17. NO AGENCY:

Neither Party shall be or hold itself as the agent of the other under the Agreement. No Local Cable Operator/Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with MAVIS SATCOM LTD CHENNAI by virtue of this Agreement or by MAVIS SATCOM LTD CHENNAI's delivery of the Subscribed Channels to the Affiliate. This Agreement between MAVIS SATCOM LTD CHENNAI and Affiliate is on principal to principal basis and is terminable in nature.

18. NO WAIVER:

The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, and such rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

19. ASSIGNMENT:

- (a) Notwithstanding anything contained in the Agreement, the Affiliate shall not have the right, without the prior written consent of MAVIS SATCOM LTD CHENNAI, to assign or transfer the Agreement or any of its rights or obligations, with respect to the Area and/or the Distribution System to any third Party. Upon any breach, actual, potential or threatened of this clause, the Affiliate shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channels, as the case may be, and shall entitle MAVIS SATCOM LTD CHENNAI to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be appropriate.
- (b) MAVIS SATCOM LTD CHENNAI may, at any time, assign the Agreement including, without limitation, its rights and obligations, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as MAVIS SATCOM LTD CHENNAI vis a vis the Affiliate. Such assignment by MAVIS SATCOM LTD CHENNAI shall be effective on and from the date as communicated in writing by MAVIS SATCOM LTD CHENNAI to the Affiliate.

20. INDEMNITY AND THIRD PARTY CLAIMS:

- (a) The Affiliate shall forever keep and hold MAVIS SATCOM LTD CHENNAI and its affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees of a counsel of MAVIS SATCOM LTD CHENNAI choice) resulting due to any of the Affiliate's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.
- (b) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
- (c) MAVIS SATCOM LTD CHENNAI makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval or as to whether or not the Subscribed Channels complies with laws and regulations of any governmental and other authorities for its distribution. The Affiliate shall be responsible for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the Affiliate.
- (d) The Affiliate acknowledges and accepts that MAVIS SATCOM LTD CHENNAI shall not be liable in any manner to the Affiliate or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable laws. This clause shall survive termination of the Agreement.

21. SEVERABILITY:

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.

22. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Affiliate and MAVIS SATCOM LTD CHENNAI set forth in the Agreement, unless either party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post AD shall be deemed delivered on the third day from the date on such Registered Post A.D. All notices to MAVIS SATCOM LTD CHENNAI shall be addressed in the attention of **“Legal Head”, MAVIS SATCOM LTD CHENNAI.,No 48, NP Jawaharlal Nehru Road, Ekkattuthangal, Chennai – 600 032**

23. GOVERNING LAW AND DISPUTE RESOLUTION:

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The Telecom Disputes Settlement and Appellate Tribunal, New Delhi, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.

24. ENTIRE UNDERSTANDING/ MODIFICATIONS:

The Agreement along with its Schedule and Applicable Annexure(s) contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

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

Signed for & On behalf of
MAVIS SATCOM LTD

Signed for & On behalf of
AFFILIATE

Name: _____
Designation: Authorised Signatory

Name: _____
Designation: Authorised Signatory

CRN: _____ SA No. _____

Date: _____

ANNEXURE A

THE CHANNELS

Sl. No.	Channel Name
1	JAYA TV
2	JAYA PLUS
3	JAYA MAX
4	J MOVIE

ANNEXURE B

AREAS	

CRN: _____ SA No. _____

Date: _____

ANNEXURE C

BOUQUET RATES PER SUBSCRIBER PER MONTH

Tick Here	Channels	Bouquet Rate	Term	No. of Subscribers	Monthly Subscription fee(in Rs.)
	Bouquet 1				
	JAYA TV JAYAPLUS JAYAMAX JMOVIE	Rs.25 P.M	01.04.2012 to 31.03.2013		
TOTAL ANNEXURE C					
TOTAL ANNEXURE C1					
SUBSCRIPTION AMOUNT TOTAL					

*Please note that in addition to the Subscription Fees, the Affiliate shall be liable to pay applicable taxes and in addition to the above mentioned bouquets, on request, the constituent channels are available on a-la-carte basis.

Annexure C1**A-LA-CARTE RATES PER SUBSCRIBER PER MONTH**

Tick Here	A-La-Carte Options	A-La-Carte Rate	Term	No. of Subscribers	Monthly Subscription Fee (in Rs.)
	JAYA TV	Rs. 9 P.M			
	JAYAPLUS	Rs. 4 P.M			
	JAYAMAX	Rs. 6 P.M			
	JMOVIE	Rs. 6 P.M			
TOTAL ANNEXURE C1					

CRN: _____ SA No. _____

Date: _____

Annexure D

EQUIPMENTS DETAIL

Channels	Digital Satellite Receiver No.:	Viewing Card No.:
JAYA TV		
JAYAPLUS		
JAYAMAX		
JMOVIE		

Annexure E**Execution Requirements**

- I. The Affiliate shall provide to MAVIS SATCOM LTD CHENNAI the following:
- (a) A list of Local Cable Operators along with their Subscriber Base in terms of Clause 9.2 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
 - (b) The Subscriber Base of the Affiliate based on the Subscriber Line Report in terms of Clause 9.2 read with Clause 9.1 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
 - (c) A copy of the latest monthly invoice showing the dues, if any, from the presently-affiliated aggregator in terms of Explanation 1 to Clause 3 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
 - (d) A copy of the registration certificate issued by the designated authority allowing the Affiliate to operate a Cable Television Network in the Area (**Cable Registration Certificate**)
- II. Depending on the status of the Affiliate, the Affiliate shall provide the following:
- A. If the Affiliate is an individual or a sole proprietor:
- (a) Photograph of the cable network owner. The owner of the cable network shall be the person in whose name the Cable Registration Certificate is granted.
 - (b) Proof of residence - Passport / Voter s ID Card/ration card/Electricity bill / Income Tax Returns.
 - (c) Self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
- Provided, that in the event another person executes the Agreement on be half of such sole proprietor, a true copy of the power of attorney delegating such powers by the sole proprietor shall also be provided to MAVIS SATCOM LTD CHENNAI.
- B. If the Affiliate is a partnership firm:
- (a) Certified true copy of the registered Partnership Deed.
 - (b) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
 - (c) Photograph of the signatory.
 - (d) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- C. If the Affiliate is a company:
- (a) The Certificate of Incorporation – certified by the Company Secretary/Director.
 - (b) Memorandum and Articles of Association of the company.
 - (c) Board resolution certified by the Company Secretary/Director authorizing the above named signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
 - (d) Copy of Passport/Voters ID/PAN Card/Driving license for signature verification attested by the authorized signatory.
 - (e) Photograph of the signatory.
- D. If the Affiliate is a Hindu Undivided Family (“HUF”)
- (a) The photograph of the Karta.
 - (b) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill /Income Tax returns.
 - (c) The names of all coparceners and his/her relation with the Karta.
 - (d) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
 - (e) Copy of Passport/Voters ID/PAN Card/Driving License for signature verification attested by the Karta.
- E. If the Affiliate falls into the **Other** category: Such documents as required by MAVIS SATCOM LTD CHENNAI.