



தமிழ்நாடு தமில்நாடு TAMIL NADU

001300

12 JAN 2023



20AQ 107477

S. SINGARAMELU.
 STAMP VENDOR
 No. 2, 4th Main Road, (Marker,
 MARCANALLUR, CHENNAI 61

Subscription Agreement executed on this 11 Feb day of February 2023

entered into between SUN DISTRIBUTION SERVICES PRIVATE LIMITED

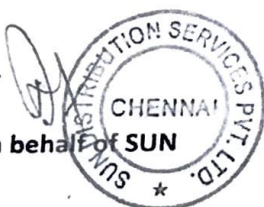
for and on behalf of Sun TV Network Limited

AND

TAKE ONE JK MEDIA PVT LTD

For SDSPL

for and on behalf of SUN



For Licensee

Take One JK Media Pvt. Ltd.

Authorized Signatory

To,

SUN Distribution Services Pvt. Ltd.,
Murasoli Maran Towers,
73, MRC Nagar Main Road,
MRC Nagar, Chennai – 600 028.

Sub.: Acknowledgement of receipt of executed Interconnection Agreement

Ref.: Agreement Executed on 11th Feb, 2023 (TAKE ONE Media Pvt Ltd)
RO1/2023-24/007)

Dear Sir,

In terms of Clause 10(13) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, we acknowledge receipt of the executed copy of the interconnection agreement from SUN Distribution Services Pvt. Ltd.

Yours sincerely,

For _____ [Licensee]

Take One JK Media Pvt. Ltd.

Name.

Authorized Signatory
[Signature]
Authorized Signatory

Company Seal / Stamp

Date :

REFERENCE INTERCONNECT OFFER ("RIO") OF SUN TV NETWORK LIMITED – FOR MULTI SYSTEM OPERATOR

This Reference Interconnect Offer ("RIO") published by SUN (as defined below), specifying the technical and commercial terms and conditions, in conformance with the Interconnection Regulations (as defined below), the Tariff Order (as defined below) and the QoS Regulations (as defined below) (collectively referred to as "TRAI Regulations"), is the basis which MSO (as defined below) may seek interconnection with SUN for re-transmission of the Channels (as defined below). This RIO contains the technical and commercial terms and conditions relating to, including but not limited to, maximum retail price per month of pay channel, maximum retail price per month of bouquet of pay channels, discounts, if any, offered on the maximum retail price, distribution fee, manner of calculation of 'SDSPL's share of maximum retail price', genres of pay channels and other necessary conditions.

SUN has designated few persons, whose coordinates are mentioned below ("Contact" Persons"), to receive requests for interconnection from MSOs and grievance redressal thereof:

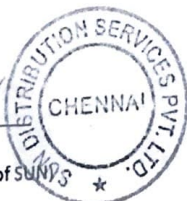
<p>For Karnataka</p> <p>Mr. Guru Prasad Phone: 080-44676767 E-mail: guru.mn@sunds.in</p>	<p>For North, East & West</p> <p>Mr. Venkat Ramana Phone: 022 28303135 E-mail: venkatramana.r@sunds.in</p>
--------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

SUN has also devised an application form for request of signals of the Channel(s) in accordance with Schedule II of the Interconnection Regulations (as set out in Schedule C of this Agreement). Any MSO desirous of obtaining signals of the Channel(s) is required to make written request in such application form to the Contact Person in their jurisdiction. Along with such request, MSO is also required to provide certificate/report evidencing that the Addressable System to be used by the MSO for re-transmission of the signals of the Channel(s) meet the requirements as specified in the Schedule III of the Interconnection Regulations and Schedule A of this Agreement.

Upon receipt of such request from the MSO together with all requisite documents and/or before execution of the Interconnection Agreement and/or before providing the signals of the Channel(s) to the MSO, if SUN is of the opinion that the Addressable System to be used by the MSO does not meet the requirements specified in Schedule III of the Interconnection Regulations and Schedule A of this Agreement, it may cause an audit of MSO's Addressable System.

*This Reference Interconnect Offer has been filed in compliance with Clause 7 of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time, including amended notified via Press Release No. 73/2022 issued by the TRAI on November 22, 2022. SDSPL/Sun TV retains the right to make changes to this RIO in accordance with law.


 SDSPL
 (for and on behalf of SUN TV)



Take One JK Media Pvt. Ltd.

Licensee

Authorised Signatory

INTERCONNECTION AGREEMENT [MULTI SYSTEM OPERATOR]



Agreement No: SA _____
 SMS Reference No: _____
 Distributor Reference _____
 Customer Reference No: 60000110

This License Agreement is executed on this 11 day of February, 2023 by and between:

Sun TV Network Limited, a company incorporated under the Companies Act, 1956, having its registered office at Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai - 600 028 (hereinafter referred to as "SUN", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns), through its authorized agent, Sun Distribution Services Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai - 600 028 (hereinafter referred to as "SDSPL", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns).

and

Licensee (M/s): Take One JK Media Pvt Ltd.
 Licensee's Status: Company Partnership Firm Proprietorship Firm Individual HUF Other

DAS License No: F. NO 911/2013 - B P Q L

Valid From: 11 December 2013 Valid Up to: _____

Registered Area: JK State

Area: Refer Annexure F

PAN No.: AADCT2074K

GST Registration No.: 01AADCT2074K1ZJ

TAN No.: AMRT11804C

Entertainment Tax Registration No.: _____

Correspondence Address: Satyam Resort Building Near Marble Mt.
Thiruvananthapuram, India
 Tel. No.: _____ Fax No.: _____

Contact Person Name, Mobile No. & E-mail ID: preetamjkm@yahoo.co.in

Installation Address: Satyam Resort Building Near Marble Market

Tel. No.: _____ Fax No.: _____

Contact Person Name, Mobile No. & E-mail ID: preetamjkm@yahoo.co.in

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

[hereinafter referred to as "Licensee", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; 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")].

The expression of the terms 'SDSPL' and 'Licensee' may hereinafter individually and collectively be referred to as "Party" and "Parties", respectively.



SDSPL
 (for and on behalf of SUN)

Take One JK Media Pvt. Ltd.

Licensee

Authorised Signatory

WHEREAS:

- A. SUN is the Broadcaster (as defined below) of the Channels (as defined below). SDSPL has been appointed by SUN as its authorized agent and SDSPL has been authorized to act for and on behalf of SUN to (a) license the Channels, inter alia, to the Multi System Operators (as defined below) in the Territory (as defined below), (b) raise invoices and collect the Monthly License Fees (as defined below) from such Multi System Operators, and (c) create rights and obligation that are contractually binding in nature and enforceable at law.
- B. The Licensee is a Multi System Operator authorized to operate in the Registered Area (as defined below).
- C. The Licensee is desirous to license the Subscribed Channels for further retransmission through its Addressable System (as defined below) to the Subscribers (as defined below) in the Area (as defined below) and in this regard, has approached SUN's authorized agent, SDSPL. SDSPL, on behalf of SUN, is willing to license the Subscribed Channels (as defined below) to the Licensee for further retransmission through its Addressable System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

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: -

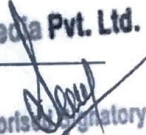
1. DEFINITION:

In this Agreement, unless the context otherwise requires, the defined terms below shall have such respective meaning as have been assigned to them hereunder. Additionally, there are other defined terms in the body of the Agreement which shall have such respective meaning as have been assigned to them in the body of the Agreement.

- (i) **"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 the programmes, including retransmission of the signals of the Subscribed Channels can be done in an encrypted form by the Licensee, and which can be decoded by the Set Top Box at the premises of the Subscriber within limits of the authorization made on the choice and request of such Subscriber and includes the Subscriber Management System and the Conditional Access System of the Licensee.
- (ii) **"Affiliated Cable Operators"** means the Cable Operators who have been specifically authorized by the SDSPL in writing under this Agreement to receive signals of the Subscribed Channels from the Licensee and retransmit the signals to the Subscribers in the Area. A list of such cable operators and their respective area of operation is annexed hereto and marked as Annexure F.
- (iii) **"Agreement"** means this License Agreement together with its Schedules and Annexes.
- (iv) **"Applicable Laws"** means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- (v) **"Area"** means specific areas to be catered by the Licensee (either directly or through the Affiliated Cable Operators) (within the Registered Area and the Territory) for which distribution of the Subscribed Channels as have been mutually agreed between SDSPL and the Licensee, and more explicitly specified in Annexure F of this Agreement.
- (vi) **"Bouquet" or "Bouquet of Channels"** means an assortment of the Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly
- (vii) **"Broadcaster"** means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services.
- (viii) **"Conditional Access System" or "CAS"** means conditional access system installed at the Licensee's headend that enables the Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- (ix) **"Cable Operator"** means any person who provides the Cable Services through the Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network and fulfills the prescribed eligibility criteria and conditions.


 SDSPL
 (for and on behalf of SUN)




 Take One JK Media Pvt. Ltd.
 Licensee
 Authorized Signatory

- (x) "Cable Services" means the transmission by cable of the programmes including retransmission of the signals of the television channels by cable.
- (xi) "Cable Television Network" means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide the Cable Service for reception by multiple subscribers.
- (xii) "Central Government" means Government of India.
- (xiii) "Channels" means the satellite television channels owned by SUN, the names and genres of which are specified in Annexure A of this Agreement, which has been granted permission for downlinking by the Central Government under the policy guidelines issued and amended by it from time to time.
- (xiv) "Confidential Information" means any confidential information disclosed by SDSPL to the Licensee while the Licensee is participating in the affairs/business of SDSPL and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by SDSPL during the Term.
- (xv) "Distribution Fee" means a percentage of MRP of each of the Subscribed Channels payable by SDSPL to the Licensee towards fee for distribution of each of the Subscribed Channels as more specifically specified in Annexure B and Annexure B-1 of this Agreement.
- (xvi) "Distributor Retail Price" or "DRP" means the maximum retail price of each of the a-la-carte channels and bouquet of pay channels offered by the Licensee to the Subscribers, excluding taxes.
- (xvii) "Effective Date" means 1 Feb 2023
- (xviii) "Effective Price" means the price against each channel as appearing in Annexure B-1 for the purpose of computing Incentive/ discount as defined by regulation.
- (xix) "Equipment" means equipment comprising of digital satellite receivers/professional integrated receiver decoder, viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in Annexure C hereto, which enables the Licensee decrypt the encrypted signals of the Subscriber Channels.
- (xx) "Electronic Programme Guide" or "EPG" means a program guide maintained by the Licensee that list the television channels subscribed by the Licensee and provides for corresponding programmes, scheduling and programme information and includes any enhanced guide that allows Subscribers to navigate and select such available channels and programmes.
- (xxi) "Execution Requirements" means all documents/information required by SDSPL from the Licensee to facilitate execution of the Agreement and includes all documents/information listed in Annexure D of this Agreement.
- (xxii) "Incentive Scheme" means the incentive scheme offered by SDSPL as specified in Annexure B-2 and Annexure B-4 of this Agreement.
- (xxiii) "Intellectual Property" means 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/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.
- (xxiv) "Interconnection Regulations" means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (as amended from time to time)
- (xxv) "Maximum Retail Price" or "MRP" means the maximum retail price per subscriber per month, excluding taxes, of each of the a-la-carte pay channels and bouquet of pay channels offered by SDSPL as more specifically specified in Annexure B and Annexure B-1 of this Agreement, respectively.
- (xxvi) "MIB" means the Ministry of Information & Broadcasting in India.
- (xxvii) "Monthly Average Subscriber Level" means the average number of Subscribers in a particular month, as set forth in the applicable month's Subscriber Report (refer Schedule D), actually subscribing to the Subscribed Channels.
- (xxviii) "Monthly License Fees" means the monthly license fee payable by the Licensee to SDSPL in terms of Clause 9 of this Agreement.


 SDSPL
 (for and on behalf of SUN)



- (xxix) "Multi System Operator" or "MSO" means a Cable Operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives the programming services from the broadcasters and re-transmits the same or transmits its own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators.
- (xxx) "QoS Regulations" means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 (as amended)
- (xxxi) "Registered Area" means the registered area of operation of the Licensee as mentioned in the registration granted by the Central Government, as more explicitly specified in the recital clause of this Agreement.
- (xxxii) "South India" means the States of Tamil Nadu, Kerala, Karnataka, Andhra Pradesh, Telangana as well as the Union Territories of Andaman & Nicobar Islands, Lakshadweep and Puducherry.
- (xxxiii) "SDSPL's share of Maximum Retail Price" means the Maximum Retail Price of each of the Subscribed Channels less the Distribution Fee.
- (xxxiv) "Set Top Box" or "STB" means the Licensee provided and/or the Licensee authorized device (embedded with the Licensee designated vendor designed CAS microchip), which is installed in the premises of the Subscriber and is connected to the television of the Subscriber that allows the Subscriber to receive unencrypted and descrambled from of the Subscribed Channel(s) through the Licensee's Addressable System.
- (xxxv) "Subscriber" means a person in the Territory who is authorized to receive signals of the Subscribed Channel(s) as per the Addressable System of the Licensee, at a place indicated by such person, without further transmitting it to any other person and who does not cause the signals of the Subscribed Channel(s) 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 Channel(s), shall constitute one Subscriber.
- (xxxvi) "Subscribed Channels" means the a-la-carte channels and/or the bouquet of pay channels subscribed by the Licensee (from amongst the Channels), as are specifically identified by the Licensee by assigning tick marks (✓) as yes against such a-la-carte channels and bouquet of pay channels listed in Annexure B and Annexure B-1 of this Agreement, respectively.
- (xxxvii) "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 to 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 bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.
- (xxxviii) "Subscriber Reports" means the monthly subscriber reports to be provided by the Licensee to SDSPL in terms of Clause 13 of this Agreement.
- (xxxix) "SUN Marks" shall mean all Intellectual Property owned or used by SUN from time to time in connection with the Channels/Subscribed Channels, including, without limitation, the trade names and trademarks.
- (xl) "Tariff Order" means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended)
- (xli) "TDSAT" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (xlii) "Term" means period commencing from 1 Feb 2023 to 31st March 2024, unless terminated earlier in accordance with the provisions of the Agreement.
- (xliii) "Territory" means the states and the Union Territories in India other than the States of Tamil Nadu, Andhra Pradesh, Telangana and Kerala as well as the Union Territories of Puducherry, Andaman & Nicobar Islands and Lakshadweep.
- (xliv) "Tier" or "Packages" means various packages offered by the Licensee to the Subscribers comprising of the Subscribed Channels.
- (xlv) "TRAI" means the Telecom Regulatory Authority of India.

SDSPL

(for and on behalf of SUN)



Page 5 of 50

Take One JK Media Pvt. Ltd.

Licensee

Authorised Signatory

2. INTERPRETATION:

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

- (i) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (ii) The references to Annexure and Schedule are references respectively to the annexure of this Agreement.
- (iii) The reference to the singular includes reference to plural and vice versa.
- (iv) The reference to any gender includes a reference to all other genders.
- (v) The term "including" shall mean "including without limitation".
- (vi) The term "month" shall mean "calendar month".

3. AUTHORISATION:

SDSPL has the requisite power and authority from SUN to enter into this Agreement with the licensee and create the mutual rights and obligation that are contractually binding in nature and enforceable at law.


4. NON-EXCLUSIVE RIGHT:

- (i) On the basis of the representations, warranties and undertakings given by the licensee, and subject to the licensee complying with all the terms and conditions as set out in this Agreement (including timely payment of the Monthly License Fees, SDSPL hereby grants non-exclusive license to the licensee to receive the signals of the Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of the Subscribed Channels through its Addressable System to the Subscribers (either directly or through the Affiliated Local Cable Operators) securely in an encrypted manner during the Term (both to be done at the licensee's sole cost and expense). The Licensee hereby specifically understands and acknowledges that the licensee shall not have the right to upgrade the standard definition feed of the Subscribed Channels to high definition feed by using any technology (now available or which may become available in future) at the time of re-transmitting the Subscribed Channels through its Addressable Systems. The Licensee further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channels/Subscribed Channels does not entitle the Licensee to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever except in the manner as permitted under this Agreement. All distribution rights not specifically and expressly granted to the licensee under this Agreement, including without limitation, time shift, multiplexing, PPV, NVOD, SVOD, VOD, TVOD, AVOD, personal computer, mobile telephony, or any technology now available or which may become available in future, are reserved exclusively by SDSPL.

5. OBLIGATION OF THE LICENSEE:

- (i) The Licensee shall, at its own costs and expenses, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels to the Subscribers through its Addressable System, either directly or through the Affiliated Local Cable Operators.
- (ii) The Licensee shall offer each of the Subscribed Channels to the Subscribers on a la-carte basis and declare the DRP per month for each of the Subscribed Channel. The Licensee shall ensure that the DRPs per month of the Subscribed Channel does not exceed the MRPs per month of the Subscribed Channel.
- (iii) Subject to compliance with applicable laws, the licensee may offer bouquet of pay channels formed from pay channels of SDSPL or other broadcasters and declare the DRP of such bouquet. It is, however, clarified that the Licensee shall not break bouquet of pay channels subscribed from SDSPL, while forming its Package.
- (iv) It shall be obligatory for the Licensee to place the Subscribed Channels in its Electronic Programming Guide (EPG) in such a way that the Subscribed Channels of the same genre, as declared by SDSPL, are placed together consecutively and one channel shall be placed in one place only. The Licensee shall also ensure that the channel of the same language within the genre is also placed consecutively in the Electronic programming guide. The Licensee shall assign unique channel number for each of the Subscribed Channels. Subject to exceptions permissible under Applicable laws, the Licensee shall not change the unique channel number, once assigned, for a period of one (1) year. The Licensee shall indicate the MRP of each of the Subscribed Channels in the EPG with the Indian Rupee sign.

SDSPL
(for and on behalf of SUN)



Take One JK Media Pvt. Ltd.

Licensee

Authorized Signatory

ANNEXURE B
MAXIMUM RETAIL PRICE OF A-LA-CARTE CHANNELS PER SUBSCRIBER PER MONTH

STANDARD DEFINITION - A-LA-CARTE PRICE OF SUN CHANNELS (SD)

S.No	Channel Name	Genre	Language	MRP(INR) per subscriber per channel on A-la-Carte basis per month (excluding applicable taxes)	Channel Availed (Yes/No)
1	Sun TV	General Entertainment	Tamil	19.00	YES
2	KTV	General Entertainment	Tamil	19.00	YES
3	Adithya TV	General Entertainment	Tamil	9.00	X
4	Sun Music	Music	Tamil	6.00	YES
5	Chutti TV	Kids	Tamil	6.00	X
6	Sun News	News & Current Affairs	Tamil	1.00	X
7	Sun Life	General Entertainment	Tamil	9.00	YES
8	Gemini TV	General Entertainment	Telugu	19.00	X
9	Gemini Movies	General Entertainment	Telugu	17.00	X
10	Gemini Comedy	General Entertainment	Telugu	5.00	X
11	Gemini Music	Music	Telugu	4.00	YES
12	Kushi TV	Kids	Telugu	4.00	X
13	Gemini Life	General Entertainment	Telugu	5.00	X
14	Udaya TV	General Entertainment	Kannada	19.00	YES
15	Udaya Movies	General Entertainment	Kannada	19.00	X
16	Udaya Comedy	General Entertainment	Kannada	6.00	X
17	Udaya Music	Music	Kannada	5.00	X
18	Chintu TV	Kids	Kannada	5.00	X
19	Surya TV	General Entertainment	Malayalam	12.00	YES
20	Surya Movies	General Entertainment	Malayalam	11.00	YES
21	Kochu TV	Kids	Malayalam	5.00	X
22	Surya Music	Music	Malayalam	4.00	X
23	Surya Comedy	General Entertainment	Malayalam	4.00	X
Free to Air Channel					
24	Sun Bangla	General Entertainment	Bangla	NA	X
25	Sun Marathi	General Entertainment	Marathi	NA	X

SDSPL
 (for and on behalf of SUN)



Take One JK Media Pvt. Ltd.

Licensee

Authorised Signatory