

**ADDITIONAL SCHEDULE FOR AVAILING OF OFFERS POST
EXECUTION OF REFERENCE INTERCONNECT OFFER ("RIO")
WITH ABP NEWS NETWORK PRIVATE LIMITED
("BROADCASTER") BY MULTI-SYSTEM OPERATORS
("OPERATOR") FOR OTHER ADDRESSABLE SYSTEMS
TELEVISION ("OAS") SYSTEMS**

<p><u>1. Eligibility</u></p>	<p>An Operator will be eligible to avail Offers as set out by the Broadcaster in the present Schedule if it meets the following prerequisites:</p> <ul style="list-style-type: none"> I. The Operator shall have executed the RIO Agreement (hereinafter referred to as the "Primary Agreement") in order to re-transmit / distribute the subscribed Channels of the Broadcaster, on the terms and conditions set out in the Primary Agreement; II. The Operator shall have availed of the Bouquet of the fixed channel combination offered by the Broadcaster as detailed in the Primary Agreement and set out herein for convenience as Annexure 3. III. The Operator shall post expression of interest of availing the Offers detailed herein shall deliver a written undertaking / execute an additional agreement with the Broadcaster, in the format set out in Annexure 2, and thereafter elect to comply with any or all the conditions given under the Offers set out in Annexure 4, 5 and 6 IV. The Operator shall, at all times during the Term of the Primary Agreement, adhere to and comply with abovementioned conditions. In the event that any of the Eligibility Conditions under the above mentioned Offers are not met or not complied with by the Operator at any time during the term, the Operator shall no longer be entitled to any of the Offers and the Schedule executed between the Broadcaster and Operator shall terminate and cease to have effect in its entirety. In such an event, the Primary Agreement shall continue in full force and effect.
<p><u>2. Offers</u></p>	<p>The Operator shall, subject to compliance with each of the Eligibility Conditions set out in Clause 1 of this Schedule, be entitled to avail the following:</p> <ul style="list-style-type: none"> I. The Operator will be entitled for Offers on availing of Bouquet of Channels as set out by the Broadcaster in Annexure 3. II. Penetration Threshold: ("Offer A") shall mean the Offer will be available in consideration of the Operator carrying the Channel as per the slabs as mentioned in Annexure 4. III. Logical Channel Number (LCN): ("Offer B") shall mean that the Offer will be available to the Operator on the basis of LCN as provided in Annexure 5. IV. Packaging: ("Offer C") shall mean that the Offer will be available to the Operator on the basis of their packaging of channels as provided in Annexure 6. <p>*In compliance of the regulations and their recent amendments, the proposed Offers are non-discriminatory.</p>

<p><u>3. Reporting</u></p>	<p>I. In order to be eligible for the Offers, the Operator shall in due compliance with the Regulations and the terms detailed in the Primary Agreement, provide the Broadcaster the following reports:</p> <ul style="list-style-type: none"> ✓ particulars of all subscribers serviced by the Operator with respect to the Channels of the Broadcaster ✓ particulars of LCN; ✓ particulars of the packaging of channels by the Operator. <p>II. The OPERATOR shall provide the Broadcaster with the Reports, as applicable in the Primary Agreement, within 7 (seven) calendar days of end of each month.</p> <p>III. Submission of Reports as per the terms of this Clause shall constitute material obligation on part of the Operator. Non-submission of such Reports shall amount to material breach of the Schedule, which shall entitle the Company to terminate the Primary Agreement.</p> <p>*The above stated reports are to be submitted in accordance with the Primary Agreement.</p>
<p><u>4. Audit</u></p>	<p>The Broadcaster shall during the Audit referred to in the Primary Agreement, be entitled to access the Records, SMS, CAS and related systems of the Operator in order to determine the correctness of the Reports submitted to the Broadcaster. In the event an audit or inspection by Broadcaster’s authorized representative(s) reveals that the Operator has under-reported or has misrepresented any information contained in the Reports or any item having a bearing on the computation of availing the Offer and the License Fee payable by the Operator, the Broadcaster shall provide the Operator with written notice setting out the amount of such additional fee/ fine in the manner set out in the RIO immediately payable by the Operator.</p>
<p><u>5. License Fee</u></p>	<p>For the purpose of calculation of the monthly License Fee the same shall be net of the Monthly Fee as set out in Clause 8 of the Primary Agreement minus the deduction basis the Offer availed (subject to applicable taxes) in furtherance to the Eligibility condition as set out herein in Clause 1.</p>
<p><u>6. Termination</u></p>	<p>I. The Eligibility conditions shall stand automatically terminated and shall cease to have effect immediately upon Cessation of the Primary Agreement.</p> <p>II. This Schedule shall stand automatically terminated and shall cease to have effect forthwith, if any of the Eligibility Conditions set out in Clause 1 are not met or not complied with by the Operator at any time during the Term.</p> <p>III. Upon such Termination as mentioned in 6.2, the Primary Agreement shall continue in full force and effect and shall continue to be binding upon the Broadcaster and the Operator.</p>
<p><u>7. Miscellaneous</u></p>	<p>Until the Termination of the Schedule in accordance with the terms hereof:</p> <p>I. The Schedule shall form an integral part of the Primary Agreement and shall be read along with it. All references in the Primary Agreement to “this Agreement” shall include the reference to the Schedule, wherever the context so requires. Further, reference to the Primary Agreement in any other documents shall include reference to the Agreement as amended</p>

	<p>by the Schedule.</p> <p>II. The Schedule shall modify the Primary Agreement and the understanding set out in the Primary Agreement, as applicable, only to the limited extent set out herein. Except as specifically and expressly amended by the Schedule, all other provisions of the Primary Agreement shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.</p> <p>III. Save and except for the aforesaid all other terms and conditions of the Primary Agreement shall remain unaltered and in force. In the event of conflict between the terms of the Schedule and the provisions of the Primary Agreement, the provisions of the Schedule shall prevail in relation to the matters set out herein.</p> <p>IV. The Primary Agreement and the Schedule collectively contain the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, writings, understandings or communications in this connection. The Parties agree that the terms contained herein are fair, reasonable and non-discriminatory. The Primary Agreement and the Schedule shall not be modified, amended or varied unless otherwise mutually agreed in writing in accordance with applicable force of Law.</p> <p>V. The Broadcaster reserves the right to modify, alter, amend or completely withdraw the Offers availed by the Operator by giving a written notice of 21 days.</p>
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SCHEDULES

ANNEXURE 1

DEFINITIONS

1. **"Schedule"** shall mean and signify an extension to the Primary Agreement between the Broadcaster and the Operator for the purposes as set out in the Schedule.
2. **"Primary Agreement"** shall mean the Reference Interconnect Offer entered into between the Broadcaster and the Operator
3. **"Bouquet"** shall mean a combination of channels offered by the Broadcaster to the Operator.
4. **"Offers"** shall mean all offerings that an Operator may avail if it is able to meet the Eligibility criteria as set out in this agreement
5. **"Eligibility Criteria"** shall mean as detailed in Clause 1 of the Schedule.

ANNEXURE 2

UNDERTAKING FOR THE PURPOSE OF AVAILING OF OFFERS

Date: ____, 2016

To,
ABP NEWS NETWORK PRIVATE LIMITED
ABP News Network Private Limited

Facsimile: _____
Email: _____
Attn.: _____

Dear Sir,

Sub: Selection of Offers

1. We refer to the Reference Interconnect Offer agreement entered into between the Broadcaster and Operator for the period between the Broadcaster and the Operator ("**Schedule**").
2. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms under the Schedule.
3. Pursuant to Clause 1 of the Schedule, we hereby confirm to the Broadcaster that we fulfill the Eligibility conditions as set out in the Schedule and will comply with each of the conditions under the specific Option selected above.
4. We hereby further confirm to the Company that we shall during the Term comply with the Eligibility Conditions set out of the Schedule.

Yours sincerely,

For [OPERATOR]

Name:
Title:
Authorized Signatory

OPERATOR Seal

ANNEXURE 3

CHANNEL BOUQUET

1. The Broadcaster shall make available to the Operator the Channels in the Bouquet with fixed channel combination, as set out in the Annexure.
2. The Bouquet Channel rates are in accordance Regulatory mechanism and applicable law.
3. The Operator shall be considered eligible for the Offers as set out in Annexures 3, 4, 5 and 6 only in the event that it makes available to the following Bouquet.
4. The Operator shall ensure that during the Term, the Channels will be made available and carried throughout to its existing subscribers as on the date of execution of the Schedule, as well as to its new subscribers as per the terms of this Schedule.

The Bouquet on offer is as follows:

ANN - 1	
ABP Ananda	4.25
ABP Majha	

Note:

- The present RIO is without any prejudice to our rights and contentions , in any pending adjudication before the Hon'ble Supreme Court or any other competent legal forum initiated by any other Broadcasters or entities;
- The Package and a-la-carte Rates are per "Subscriber" per month;
- The Rate is subject to increase as maybe specified/notified by the TRAI under the existing regulatory regime from time to time;

***The Rates mentioned are excluding taxes and levies imposed by local and/or the Central Government including but not limited to Service Tax.**

ANNEXURE 4

OFFER A

PENETRATION THRESHOLD

The Offer shall be available to the Operator on the Channels, based on the table set out below:

Sl. No.	Channels	Penetration Threshold	Maximum Offer	Please Tick the selected incentive
1	ABP Ananda ABP Majha	$\geq 95\%$ penetration for each of the channels	30%	
2	ABP Ananda	$\geq 95\%$ penetration	25%	
3	ABP Majha	$\geq 95\%$ penetration	25%	

***Offer 1 is completely in compliance of to the prevailing regulations including their recent amendments, in addition to being non-discriminatory.**

ANNEXURE 5

OFFER B

LOGICAL CHANNEL NUMBER

The Operator shall make available the Channels in the manner as set out below:

Sl. No.	Channels	LCN Incentives	Maximum Offer	Please Tick the selected incentive
1	ABP Ananda ABP Majha	Desired LCN provided	30%	
2	ABP Ananda	Desired LCN provided	25%	
3	ABP Majha	Desired LCN provided	25%	

***Offer 2 is completely in compliance of to the prevailing regulations including their recent amendments, in addition to being non-discriminatory.**

ANNEXURE 6

OFFER C

OFFER ON PACKAGING

The Operator shall be entitled to the Packaging Base Offer based on the Network as detailed in the table below:

Sl. No.	Channels	Packaging	Maximum Offer	Please Tick the selected incentive
1	ABP Ananda ABP Majha	In all pay packages(Including any Bengali and Marathi Regional Language Packages)	30%	
2	ABP Ananda	In all pay packages(Including any Bengali Regional Language Packages)	25%	
3	ABP Majha	In all pay packages(Including any Marathi Regional Language Packages)	25%	

***Offer 3 is completely in compliance of to the prevailing regulations including their recent amendments, in addition to being non-discriminatory.**

**For ABP News Network
Private Limited**

**For and on behalf of
OPERATOR**

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____