LEGAL TERMS AND CONDITIONS

These Terms and Conditions of Service apply to services ("Services") ordered and/or provided by Label Broadcast Private Limited or any of its subsidiaries ("Labelbroadcast") to you, the Customer, ("Service Order"). By executing a Service Order or by receiving the Services from Labelbroadcast you agree to be bound by these Terms and Conditions of Service.

1. **Provision Of The Services**
    1. Customer shall be responsible at its own cost to bring its signal to the demarcation point defined in the Service Order.
    2. Customer represents and warrants that it is a corporation duly registered and has full authority to enter into a service order or agreement regarding receipt of the Services. Customer represents and warrants that it holds a broadcast license issued by a competent governmental authority authorizing Customer to obtain the Services hereunder. Customer shall not use the Services in any manner or for any purpose, which constitutes a violation of the laws of any jurisdiction in which the Services are being provided. Customer is solely responsible to obtain all licenses and permits required in order to use the Services in any applicable jurisdiction.
    3. Customer accepts that Labelbroadcast is free to determine, at its sole discretion, the method by which it will provide the Services. Without prejudice to the generality of the foregoing, Customer accepts that in connection with the performance of the Services, Labelbroadcast has the right to amend any technical configuration at any time. In addition, it is agreed that the Services may be relocated to an alternative satellite, in the event that the satellites organization replaces the satellite utilized in connection with the provision of the Services with the alternative satellite.
    4. Customer undertakes that it shall comply with all applicable laws and regulations including sanctions and export control laws, conventions, rules, regulations and decrees, including those of the European Union, EU member states, the United States of America and any other jurisdiction in which activities under any Service Order are conducted, provided or used.
    Each Party shall comply with all applicable anti-bribery and anti-corruption laws.
    Customer undertakes that it shall not, without Labelbroadcast's prior written consent, sell, resell, lease or otherwise transfer the Service, or any portion thereof, to any individual or entity that is: (i) subject to trade sanctions under the "European External Action Service List of Restricted Persons" or other applicable EU Regulations on Economic Sanctions; (ii)

identified on the “List of Specially Designated Nationals and Blocked Persons” issued by U.S. Department of Treasury’s Office of Foreign Assets Control; or (iii) identified on the “Consolidated List of Financial Sanctions Targets and Investment Ban List” issued by the United Kingdom’s HM Treasury.
Customer shall promptly provide Labelbroadcast with such information as may reasonably be required to enable it to respond to any request for information made by any governmental or regulatory entity in relation to the Service and shall promptly advise Labelbroadcast of any notice or any written communication received by Customer, Customer’s customers or end-users, or any agent or representative of any of them, from any governmental or regulatory agency in relation to the Service, and provide Labelbroadcast with a copy of such notice or other written communication and any response by Customer or on Customer’s behalf.

2. **Invoicing and Payment**
    1. On a monthly basis, Labelbroadcast shall submit an invoice to Customer for the Monthly Fee for all the Service Orders. Unless otherwise stated in the applicable Service Order, Labelbroadcast shall submit the monthly invoice to Customer during each calendar month preceding the month during which the Services are to be provided, and Customer shall pay the invoiced amount no later than the first day of the month in which the Services are to be provided.
    2. All pricing and charges are exclusive of all applicable taxes, including value-added tax, sales taxes, withholding taxes and duties or levies imposed by any authority, government or government agency, all of which shall be paid by Customer.
    3. All amounts due hereunder to Labelbroadcast by Customer that are not paid when due shall accrue interest at a rate of two point five percent (2.5%) per month, compounded on a monthly basis until paid in full.

3. **Termination**
    1. Labelbroadcast shall be entitled to interrupt the Services and/or terminate the Service Order, at Labelbroadcast’s discretion, without liability to Customer, immediately upon notifying Customer, in the following events:
        1. If Customer is in breach of any of its obligations and warranties, including, without limitation, Customer’s payment obligations. Prior to any such interruption and/or termination, Labelbroadcast will notify Customer and will provide Customer with three (3) days to take corrective action.

2. If Customer becomes insolvent or ceases paying its debts generally, as they mature and/or if bankruptcy proceedings, or similar proceedings under bankruptcy laws, are initiated by or against Customer and/or a receiver or trustee is appointed over the business and/or property of Customer.

2. Customer recognizes that the pricing for the Services is based upon the completion of the Term set forth in the Service Order and as such, in the event of early termination of the Service Order for any reason attributed to Customer, prior to the expiration of the Term thereof, Customer agrees to pay a cancellation penalty equivalent to 100% of the monthly Fees due for the remainder of the term after the date of termination.
3. In the event Customer fails to cease any activity in violation of Section 1(4) herein (Compliance) immediately after receiving telephone, email, facsimile or other notice from Labelbroadcast, Labelbroadcast may immediately suspend the Services to Customer, and following seventy-two (72) hours may terminate the Services and any or all Service Orders, all at Labelbroadcast's sole discretion and without liability to Customer. Labelbroadcast may, in its sole discretion, suspend the Services if (i) as a result of Customer's use of Service, there is a substantial risk that Labelbroadcast or any other member of the Labelbroadcast group of companies could be or is indicted or charged as a criminal defendant, or otherwise could become or becomes the subject of any criminal proceeding or investigation or any governmental or administrative proceeding that may result in fines, penalties, sanctions or non-monetary remedies, or (ii) as a result of Customer's use of Service, there is a substantial risk that Labelbroadcast or any member of the Labelbroadcast group of companies could become or becomes subject to any other governmental action that could result in the revocation, suspension or loss of any license, ability or right to provide any service including the Service to Customer.
   Labelbroadcast may continue to suspend Service until any action or threat of action giving rise to such right is resolved in favour of Labelbroadcast or the other member of the Labelbroadcast group of companies or is removed or the aforesaid compromising activity is ceased, and, in each case, until assurances are given to Labelbroadcast's reasonable satisfaction that the matters giving rise to suspension will not reoccur. If such suspension continues for a period of more than fifteen (15) days, then Labelbroadcast may immediately terminate any relevant Service Order.

4. **Limitation of Liability**

    1. Customer acknowledges that Labelbroadcast has no control over how a foreign administration or third party carrier establishes its own rules and conditions pertaining to international telecommunications services. Accordingly, Customer agrees that Labelbroadcast shall not be liable for any loss or damages sustained by Customer, its interconnecting carriers or its end users due to any failure in or breakdown of the communication facilities associated with providing the Services which are not operated or controlled by Labelbroadcast.
    2. IN NO EVENT SHALL LABELBROADCAT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES, HOWSOEVER ARISING, WHETHER UNDER CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THIRD PARTY CLAIMS, LOSS OF CUSTOMERS, OR DAMAGE TO REPUTATION OR GOODWILL; NOR SHALL LABELBROADCAST BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFITS OR REVENUES.
    3. Labelbroadcast shall have the right to terminate the Service Order and the respective Services without liability to Customer on account of such termination, at any time, in the event that Labelbroadcast received a request to terminate the Services from the satellite or other telecommunication provider or carrier or any regulatory or governmental authority.
    4. In the case of transmission failure only, where all or part of any transmission fails, and provided that Customer promptly notified Labelbroadcast in writing of such failure, Labelbroadcast shall credit to Customer the pro-rata portion of the Fees for the period of the failure. The foregoing shall be the sole remedy of Customer in the event of a transmission failure.
    5. IN ANY EVENT, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, LABELBROADCAST'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE ORDER SHALL NOT EXCEED THE FEES PAID BY CUSTOMER DURING THE MONTH PRECEDING THE EVENT FOR WHICH SUCH LIABILITY WAS INCURRED.

5. **Program Content Responsibility**
    1. The full responsibility for all program content supplied by the Customer to Labelbroadcast for transmission ("Content") rests with the Customer. Customer represents that it holds the rights in and/or has a license to use and distribute the Content, as contemplated by the Service Order.

2. Labelbroadcast may have access to the Content to verify the successful transmission of the signal and Labelbroadcast must use its best endeavours to ensure that its access to the Content under this clause does not interfere with access to the Content by customers of the Customer.
3. Customer guarantees to Labelbroadcast that its Content will not breach: (i) Any act or regulation of the Republic of Singapore and/or any jurisdiction to which Content is transmitted to, including, without limitation, such laws pertaining to copyright and/or other intellectual property rights, privacy, slander, defamation, obscenity or racism; (ii) Any guideline for television, internet or video program content or distribution issued by any competent authority in any jurisdiction in which the Content is transmitted or published to; or (iii) rules relating to content issued by the satellite service provider, carrier or internet organization.

6. **Indemnification**

Customer will indemnify Labelbroadcast, including its shareholders, directors, officers and employees, and keep it harmless from and against any Proceedings brought against Labelbroadcast by any government authority or any third party, including but not limited to any IP infringement, which relates in any manner to the Content and/or Customer's breach of these Terms and Conditions and/or Service Order and/or Customer's negligent acts or omissions. In regards to the Terms and Conditions of Service, the term "Proceedings" includes all actions, prosecutions, demands and/or claims for damages or imposition of a fine or other penalty against Labelbroadcast.

7. **Assignment**

The Service Order may not be assigned or transferred by either party without the prior written consent of the other party, except that Labelbroadcast may at any time assign the Service Order without the consent of Customer to any affiliated entity of Labelbroadcast or in connection with the acquisition of Labelbroadcast or its business and/or a merger of Labelbroadcast with the assignee.

8. **Force Majeure**

No failure or omission by Labelbroadcast to carry out or observe any of the terms and conditions of the Service Order or these Terms and Conditions of Service shall give rise to any claim against Labelbroadcast or be deemed a breach if such failure or omission arises from any cause beyond the reasonable control of Labelbroadcast, including without limitation natural catastrophes such as fire, flood or earthquakes; meteorological or astronomical disturbances; satellite failure or malfunction; national telecommunications failures; severe adverse weather; acts of government;

war or terrorism; general strikes, lockouts or work stoppages; or any other acts of God.

9. **Confidentiality**

The parties shall maintain the confidentiality of all information or data of any nature provided by one party to the other, and shall not disclose it to any third party, except to their employees who have a need to know for the purpose of performing their obligations under this Agreement. The above obligation shall not apply to information which: (i) at the time of disclosure was generally available to the public, or becomes thereafter generally available to the public through no fault of the receiving party; (ii) was prior to its disclosure in the possession of the receiving party, as evidenced in its written records; (iii) is received from a third party who is not under confidentiality obligations towards the disclosing party, as evidenced by written records; or (iv) either Party is obligated to disclose pursuant to a court order and/or requirement of any administrative agency or governmental body, provided that the receiving party shall notify the disclosing party in writing prior to making such disclosure. This Section shall survive the termination of this Service Order for any reason whatsoever. Labelbroadcast shall be entitled to issue one or more press releases disclosing the relationship entered into hereby and announcing the provision of services by Labelbroadcast. Labelbroadcast may refer, use and make available to the public Customer's name, logo and trademarks in Labelbroadcast 's public filings, marketing materials, press releases, Labelbroadcast 's website and exhibitions as well as using short video clips of Customer's content for said purposes.

10. **Governing Law and Jurisdiction**

The Service Order and these Terms and Conditions shall be governed and construed in accordance with the laws, and the courts of the Republic of Singapore, shall have sole jurisdiction over any conflict and/or dispute arising out of, or in connection to, these Terms and Conditions and any Service Order.

11. **Entire Agreement, Changes**

These Terms and Conditions of Service, together with the Service Order, constitute the entire agreement between the parties with respect to the subject matter of the Service Order and supersede any prior or contemporaneous oral or written agreement, understanding or warranty of the parties. In case of any contradiction between the terms of these Terms and Conditions of Service and the Service Order, the terms of the Service Order shall prevail. Labelbroadcast may amend these Terms and Conditions of Service from time to time and the amended Terms and Conditions of

Service shall appear on the following website: https://www.labelbroadcast.com/terms.html

1. **General**

   These Terms and Conditions of Service apply to Satellite & Teleport Services ("S&T Services" or "Services") ordered by and/or provided to you, the Customer, from Label Broadcast Private Limited. ("Labelbroadcast") (each a "Party"), pursuant to a valid and binding Service Order. By signing the S&T Service Order and/or receiving the Services from Labelbroadcast you agree to be bound by these Terms and Conditions.

2. **Provision of the Services**
   1. Customer shall be responsible at its own cost to bring its signal to the demarcation point defined in the Satellite & Teleport Service Order Form.
   2. Customer represents that it is a Customer represents and warrants that it is a corporation duly registered and has full authority to enter into a service order or agreement regarding receipt of the Services. Customer represents and warrants that it holds a broadcast license issued by a competent governmental authority authorizing Customer to obtain the Services hereunder.
   3. Customer shall not use the Services in any manner or for any purpose, which constitutes a violation of the laws of any jurisdiction in which the Services are being provided. Customer is solely responsible to obtain all licenses and permits required in order to use the Services in any applicable jurisdiction.
   4. Customer accepts that Labelbroadcast is free to determine at its sole discretion the method by which it will provide the Services. Without prejudice to the generality of the foregoing, Customer accepts that in connection with the performance of the Services Labelbroadcast has the right to amend any technical configuration at any time. it is agreed that the Services may be relocated to an alternative satellite, in the event that the satellites organization replaces the satellite utilized in connection with the provision of the Services with the alternative satellite.

3. **Booking and Cancellation Policies**
   1. Pencil bookings are accepted on a no-obligation basis. However, if another customer makes a firm offer for dates covered by a pencil booking, Customer shall be given 12 hours' notice to either confirm or release the booking. Pencil bookings must be confirmed by 24 hours prior to the scheduled broadcast or will be subject to immediate release. All bookings must be for a minimum of fifteen minutes of feed time. Labelbroadcast reserves the right not to confirm an order in the event that Customer has outstanding payments due for previous services.

2. Cancellation Policy – for cancellation or reduction of a firm booking of turnaround only service (capacity not provided by Labelbroadcast): Cancellation up to 7 days prior to the event – no cancellation charge. From 7 days to 48 hours prior to the event, 50% cancellation charge. Within 48 hours of the event, 100% cancellation charge. For cancellation or reduction at any time of a firm booking that includes purchase of capacity and/or fiber, a 100% cancellation charge will apply.

4. **Availability**

   All space segments are on a first come/first serve basis and are subject to availability, and therefore may not be available when Customer places an order.

5. **Pricing and Billing**
   1. In consideration of the provision of Services by Labelbroadcast, Customer shall pay Labelbroadcast the consideration as set forth in the relevant Service Order ("Consideration Due").
   2. Labelbroadcast shall submit an invoice to Customer for the Consideration Due in the month for services provided in the same month, to be paid within credit term set forth from the date of invoice.
   3. Labelbroadcast shall charge Customer for the higher between the confirmed booking time and the actual use time by Customer. For removal of doubt this provision does not permit Customer to continue using the Services beyond the time period designated in Labelbroadcast's Customer confirmation or any confirmed modifications thereof.
   4. In no event shall Labelbroadcast be liable for any amounts which Customer is unable to collect for usage from its customers, end users or others, and such inability shall not affect the Consideration Due.
   5. All pricing and charges are exclusive of all applicable taxes, including value-added tax, sales tax, and duties or levies imposed by any authority, government or government agency, all of which shall be paid by Customer.
   6. All amounts due hereunder to Labelbroadcast by Customer that are not paid when due shall accrue interest at a rate of two point five percent (2.5%) per month, compounded on a monthly basis until paid in full.

6. **Termination**
   1. Labelbroadcast shall be entitled to interrupt the Services and/or terminate the Service Order, at Labelbroadcast's discretion, without liability to Customer, immediately upon notifying Customer, in the following events:
   2. If Customer is in breach of any of its obligations and warranties, including, without limitation, Customer's payment obligations. Prior to any such interruption and/or termination, Labelbroadcast will notify Customer and will provide Customer with three (3) days to take corrective action.

3. If Customer becomes insolvent or ceases paying its debts generally, as they mature and/or if bankruptcy proceedings, or similar proceedings under bankruptcy laws, are initiated by or against Customer and/or a receiver or trustee is appointed over the business and/or property of Customer.

7. **Limitation of Liability**
    1. Customer acknowledges that Labelbroadcast has no control over how a foreign administration or third party carrier establishes its own rules and conditions pertaining to international telecommunications services. Accordingly Customer agrees that Labelbroadcast shall not be liable for any loss or damages sustained by Customer, its interconnecting carriers or its end users due to any failure in or breakdown of the communications facilities associated with providing the Services not operated or controlled by Labelbroadcast.
    2. IN NO EVENT SHALL LABELBROADCAST BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES, HOWSOEVER ARISING, WHETHER UNDER CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION THIRD PARTY CLAIMS, LOSS OF CUSTOMERS, OR DAMAGE TO REPUTATION OR GOODWILL; NOR SHALL LABELBROADCAST BE LIABILE FOR ANY LOSS OF PROFITS OR REVENUES.
    3. Labelbroadcast shall have the right to terminate the Service Order without liability to Customer on account of such termination, at any time, in the event that Labelbroadcast received a request to terminate the Services from the satellite service provider, other carrier and/or any regulatory or governmental authority.
    4. Weather protocol/contingency services, if provided, are provided on a reasonable efforts basis only, and Labelbroadcast shall have no liability to Customer or any third party for any failure/error in connection with such services and/or for any reliance of Customer or any other party on such services.
    5. In case of transmission failure only, where all or part of any transmission fails, and provided that Customer promptly notifies Labelbroadcast in writing of such failure, Labelbroadcast shall credit Customer the pro-rata portion of the fees for the period of failure. Such credit shall not apply where the failure is due to an act or omission of Customer or due to an event of Force Majeure. The foregoing shall be the sole remedy of Customer in the event of transmission failure.
    6. IN ANY EVENT AND WITHOUT DEROGATING FROM THE FOREGOING, LABELBROADCAST'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE ORDER AND THE

SERVICES THEREUNDER SHALL NOT EXCEED THE LESSER OF (1) THE TOTAL FEES ACTUALLY PAID BY THE CUSTOMER FOR THE SERVICES OR (2) THE FEES PAID BY CUSTOMER DURING THE ONE MONTH PRECEDING THE EVENT FOR WHICH SUCH LIABILITY WAS INCURRED.

8. **Program Content Responsibility**
    1. The full responsibility for all program content supplied by the Customer to Labelbroadcast for transmission ("Content") rests with the Customer. Customer represents that it holds the necessary rights in and/or has a valid license to use and distribute the Content.
    2. Labelbroadcast may have access to the Content to verify the successful transmission of the signal and Labelbroadcast shall use its best endeavours to ensure that its access to the Content under this Section does not interfere with access to the Content by Customer's customers.
    3. Customer guarantees to Labelbroadcast that its Content will not breach or infringe upon: (i) any act or regulation of the Republic of Singapore and/or any jurisdiction to which Content is transmitted to, including, without limitation, such laws pertaining to copyright and/or other intellectual property or other proprietary rights, slander, defamation or obscenity; (ii) any guideline for television or video program content or distribution issued by any competent authority in any jurisdiction in which the Content is transmitted to; or (iii) rules relating to content issued by the satellite service provider or other telecommunications carrier.

9. **Indemnification**
    1. Customer will indemnify Labelbroadcast, including its shareholders, directors, officers and employees, and keep it harmless from and against any Proceedings brought against Labelbroadcast, its shareholders, directors, officers and/or employees by any government authority or any third party, including but not limited to any IP infringement, which arises from the Content and/or Customer's breach of the Service Order and/or these Terms and Conditions and/or Customer's negligence or wilful misconduct.
    2. For these Terms and Conditions the term "**Proceedings**" includes all actions, prosecutions, demands and/or claims for damages or imposition of a fine or other penalty against Labelbroadcast.

10. **Assignment**

    The Service Order is personal to the Labelbroadcast and the Customer and may not be assigned or transferred by either Party without the prior written consent of the other Party, except that Labelbroadcast may at any time assign the Service Order without the consent of the Customer to any affiliated entity of Labelbroadcast or in connection with the acquisition of

Labelbroadcast or its business and/or a merger of Labelbroadcast with the assignee.

11. **Force Majeure**

No failure or omission by Labelbroadcast to carry out or observe any of the terms and conditions of the Service Order or these Terms and Conditions shall give rise to any claim against Labelbroadcast or be deemed a breach of the Service Order if such failure or omission arises from any cause beyond the reasonable control of Labelbroadcast, including without limitation natural catastrophes such as fire, flood or earthquakes; meteorological or astronomical disturbances; satellite failure or malfunction; national telecommunications failures; severe adverse weather; act of government; acts of war or terrorism; general strikes, lockouts or work stoppages; or any other acts of God.

12. **Confidentiality**

The Parties shall maintain the confidentiality of all information or data of any nature provided by one Party to the other, and shall not disclose it to any third party, except to their employees who have a need to know for the purpose of performing their obligations under the Service Order or these Terms and Conditions. The above obligation shall not apply to information which: (i) at the time of disclosure was generally available to the public, or becomes thereafter generally available to the public through no fault of the receiving party; (ii) was prior to its disclosure in the possession of the receiving party, as evidenced in its written records; (iii) is received from a third party who is not under confidentiality obligations towards the disclosing party, as evidenced by written records; or (iv) either Party is obligated to disclose pursuant to a court order and/or requirement of any administrative agency or governmental body, provided that the receiving party shall notify the disclosing party in writing prior to making such disclosure.

Subject to the confidentiality obligations of the Parties, the Parties agree that Labelbroadcast shall be entitled to issue one or more press releases disclosing the relationship entered into hereby and announcing the provision of services by Labelbroadcast. Labelbroadcast may refer to the Customer in its public filings and/or marketing materials (including website) as a customer as well as using the Customer's logos and trademarks for said purposes.

13. **Governing Law and Jurisdiction**

The Service Order and these Terms and Conditions shall be governed by the laws and the competent courts of the Republic of Singapore, shall have

sole jurisdiction over any conflict and/or dispute arising out of, or in connection to the Service Order and these Terms and Conditions.

14. **Entire Agreement: Changes**

These Terms and Conditions, together with the Service Order, constitute the entire agreement between the parties with respect to the subject matter of the Service Order and supersede any prior or contemporaneous oral or written agreement, understanding or warranty of the Parties. In case of any contradiction between these Terms and Conditions and the Service Order, the terms of the Service Order shall prevail. Labelbroadcast may amend these Terms and Conditions from time to time and the amended Terms and Conditions will appear on the following website https://www.labelbroadcast.com/terms.html.