

SANCTIONS CONTROL POLICY

DOCUMENT CHANGE CONTROL

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NAME	DESIGNATION	DATE
Pradeep Ramnath	Vice President - Legal	July 1, 2025

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Anil Lale	Senior Vice President – Legal	July 1, 2025

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DOCUMENT PRINTING



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1. PURPOSE AND SCOPE OF THE POLICY

Jiostar India Private Limited (“**Company**”) is required to ensure at all times that it shall not engage/enter into any Business Dealings (defined in the next paragraph) with any third parties, including individuals, companies, agencies, sole proprietorship concerns, partnership firms, LLPs, AOPs, HUFs, or other any other kind of artificial juridical persons (collectively, “**Third Parties**”) who/that are under any economic sanctions imposed by the United Kingdom, the United States of America, the United Nations, and the European Union (collectively, “**Sanctions**”). This Policy applies to the Company and all its subsidiaries.

It is therefore imperative to verify that all such Third Parties are not subject to any sanctions . This verification process is known as “screening,” in which the Third Parties are checked against the various applicable government-issued watch-lists.

Screening of all Third Parties with whom the various business units and/ or corporate support functions/ teams/ departments of the Company, as the case maybe (hereinafter individually referred to as “**BU**”, and collectively as the “**BUs**” for the purposes of this Policy) propose to enter into any Business Dealings, is mandatory.

“**Business Dealings**” for the purposes of this Policy, shall mean and include any/ all kinds of business, agreements, contracts, arrangements, dealings and/ or any other transactions of any type or manner with any Third Party, only for the following specific categories of activities:

- (i) **All international Business Dealings entered by the Company:** This includes all kinds of business, agreements, contracts, arrangements, dealings and/ or any other transactions of any type or manner with a vendor, customer or any other person, involving any cost, revenue, hybrid, barter and/ or other business model or payment structure, whether commercial or non-commercial in nature, between the Company (through any of its offices located in India), with Third Parties that are incorporated/ registered/ based out of/ doing business in any country outside India. For clarity, this will also include any such transaction between the Company or any of its subsidiaries (through any of its/ their offices located outside India) and Third Parties that are incorporated/ registered/ based out of/ doing business in any country outside India. This does not include any subscribers/users of any consumer facing service offered by the Company like a streaming service.
- (ii) **Production Services required by the Company:** This includes all Third Parties engaged by the Company to produce films, television shows, web-series, sports, live events or any other content or works that is protected by applicable Copyright law. This does not include production-related services provided on-set or on location for e.g., lighting services, set design services, catering services, equipment rental services, etc. This also does not include any Third Parties incorporated/ registered/ based out of/ doing business in India, from whom the Company acquires any kind of content, works or any kind of intellectual property rights, or (by way of a license or assignment).
- (iii) **Representing the Company before Government Officials and/or Government Entities:** This includes Third Parties representing the Company before permitting authorities; labor authorities; tax or other government authorities or regulatory authorities; military, police, fire, or other public safety departments; and bodies responsible for censorship certificates and cultural/heritage licenses. This does not include Third Parties who process routine transactions related to the provision of public utility services, such as waste management, power, and water, nor does it include Third

Parties engaged by the Company to represent the Company in any judicial/quasi judicial proceedings (for eg., a law firm or lawyer representing the Company in a litigation or a chartered accountant before the tax authorities). It also does not include Third Parties who engage with government authorities in their own right while delivering goods or services to the Company, e.g., a trucking company that requires transport permits or other licenses to provide trucking services to the Company. This also does not include industry/trade associations in which the Company is member.

- (iv) **Customs/Export Clearance services required by the Company:** This includes the formalities and procedures necessary for goods to be exported from, or imported into, a country, whether permanently or temporarily, including completing or providing necessary paperwork, interacting with customs agents, payment of taxes, user fees or customs duties, and receiving goods once released by the customs or export regulators. In many countries, such activities are handled by a “customs agent” or “customs broker.” The customs broker/agent is typically licensed or authorized by the government of a country to transact in the customs business, make customs declarations, and provide related services, for a fee. This is intended to include Third Parties hired by the Company for the purpose of providing these types of services directly, not those third parties who must engage in these services in their own right to deliver goods or services to the Company. This does not include courier service providers providing routine courier services such as delivery of parcels, and not any customs clearance services (such as FedEx, UPS, DHL, etc.).
- (v) **Logistics Services/Freight Forwarding services required by the Company:** This includes a freight forwarder, or forwarding agent, is an entity or person who, for a fee, organizes shipments for the shipper by liaising with carriers. A forwarder does not, itself, move the goods, but acts as an agent in the logistics network to arrange all or part of the physical movement of the goods. A forwarder may also act as a customs clearance agent or may arrange for customs clearance. Similar to above, this does not include courier service providers providing routine courier services such as delivery of parcels, and not any customs clearance services.
- (vi) **Immigration Consulting services required by the Company:** This includes Third Parties assisting with securing visas or other entry requirements for people engaging in international travel for Company purposes and/or assisting with securing work permits for people working on behalf of the Company, as required.
- (vii) **Construction Management or Facility Management services required by the Company:** This includes the actual management of construction projects on behalf of the Company (including directing or negotiating with general contractors, architects, engineers, expeditors, permitting agencies; appointing a bidding agency to procure construction bids; etc.). This also includes a Third Party who oversees the management of maintenance, infrastructure, environmental, and similar services (including directing or negotiating with maintenance, cleaning, and other service providers and subcontractors and liaising with local government) on behalf of the Company in relation to Company facilities. This is intended to include only the Third Parties with overall oversight and responsibility for the construction project or facility management.

This Sanctions Control Policy (“**Policy**”) lays down the process of conducting such screenings, and the consequences of such screenings, especially if such Third Party with whom Company proposes to enter into any Business Dealings are subject to Sanctions. This Policy shall form an integral part of Company’s Code of Business Conduct (“**COBC**”) and shall come into full

force and effect on and from the date of its official communication and shall remain binding and applicable to all Business Dealings executed by Company thereafter, until further communication.

2. PROCESS FOR SCREENING

Screening of every party that the Company enters into any Business Dealings, will be done through an online tool known as ‘Denied Party Screening’ (“DPS”) that has currently been licensed from Thomson Reuters as part of its One Source Global Trade solutions. The DPS, through its complex in-built algorithms and technologies, screens such party against the list of Sanctions described in Point 1 above. DPS has two broad level status classifications for parties based on the screening, i.e. ‘Clear’, for those parties who are not subject to any sanctions/ embargos, etc. and with whom the proposed Business Dealings can be freely conducted, and ‘Blocked’ for those parties who are deemed to be blocked/ sanctioned parties pursuant to one or more lists of sanctions/ embargos/ restrictions, etc. Such blocked status is always accompanied by details of all such adverse screening results leading to a party being blocked. Access to DPS is limited, and presently available only with the Sanctions Control Team, and a few other employees. Replacement of this current tool with any other tool or mode of screening will be decided by the Compliance Officer in consultation with the General Counsel.

For all new vendors and customers with whom any BU of the Company enters into any Business Dealings on or after implementation of this Policy, the screening process will be done in the following manner:

(a) Business Unit (BU)/ Function/Commercial team screening: If any team member from any BU, function or the commercial teams (as the case maybe) across the Company proposes to enter into any of the Business Dealings described in Point 1 above, the respective team member shall conduct a manual screening of the counterparties directly on DPS **before** issuing a Purchase Order, Release Order, invoice or any other kind of confirmation regarding the Business Dealing. If the screening results indicate the status of such party as “Clear”, then, the Business Dealing may be initiated. However, if the screening results indicate the status of such party as “Blocked”, then, the respective team member will escalate such adverse search results to the Sanctions Control Team via an email, through the prescribed process set out in DPS, and thereafter, the corresponding consequences described in Point 3 below will apply. While escalating the “Blocked” status through DPS, the following details shall also be provided by the respective team member (either through DPS itself, or by way of a separate email, as required):

- (i) Name of the BU (along with sub-BU) that is proposing to enter into the Business Dealing;
- (ii) Full legal name of the proposed Third Party;
- (iii) Complete address with pincode and country of the proposed Third Party;
- (iv) Nature/ category of the Business Dealing (refer to Point 1 above)
- (v) Currency in which the Business Dealing is proposed to be entered/ transacted;
- (vi) Approximate total value of the Business Dealing.

Any failure to comply with the process described above shall amount to a violation of the Company’s policies and processes, and shall invite serious consequences.

(b) Legal team screening: Every lawyer from the Legal team will conduct a manual screening directly on DPS, of all contracting counterparties if the proposed contract is regarding a Business Dealing, immediately upon receipt of an ARF/ document request from the relevant BU, and **before** commencing their review and negotiation of the document or otherwise

immediately on receipt of the details of the counter party(s). If the screening results indicate the status of such party as “Clear”, then, the lawyer can continue with the contract process. However, if the screening results indicate the status of such party as “Blocked”, then, the lawyer will escalate such adverse search results to the Sanctions Control Team via an email, through the prescribed process set out in DPS, and thereafter, the corresponding consequences described in Point 3 below will apply. For the avoidance of doubt, it is expressly clarified that no contract or other legal documentation pertaining to a Business Dealing shall be processed for franking and execution without following the process set forth in this Point 2(b).

3. CONSEQUENCES OF ADVERSE SCREENING RESULTS

- (a) A dedicated team of lawyers from within the Legal team has been identified as the ‘**Sanctions Control Team**’, to assess all Third Parties based on parameters that have already been decided in consultation with the Compliance Team. Based on such assessment, the Sanctions Control Team shall take a decision and determine the final status of all such Third Parties. For this purpose, a designated email address ‘sanctionscontrol@jiostar.com’ (accessible to all members of the Sanctions Control Team) has been created, and integrated into the DPS, and will serve as the single point of communication for all escalations or queries with regard to any decision regarding adverse screening results, or the Sanctions screening process and procedures in general.
- (b) Upon receipt of any notification: (A) from the relevant BU team member pursuant to Point 2(a) above; or (B) from the legal team pursuant to Point 2(b) above; as the case maybe; in each such case, the Sanctions Control Team shall, within 24 to 48 hours of receipt of such notification take the following actions after assesement of the reason for the Block notification:
 - (I) **Override the block on DPS:** In case the Sanctions Control Team is of the opinion that the block on DPS can be over-ridden, then the concerned BU/ Commercial team member, or legal team member who has submitted the request, will be notified over email by the Sanctions Control Team that the block has been over-ridden and the party is cleared, and thereafter, the relevant individuals can go ahead with their respective next steps and processes in concluding the Business Dealing. Sanctions Control Team shall verify that such override are recorded in the DPS for the purpose of audit or otherwise recorded on e-mail or such other form of record keeping as shall be determined by the Sanctions Control Team.
 - (II) **Confirm the block on DPS:** In case any such blocks are deemed to be of a serious nature and are confirmed by the Sanctions Control Team on DPS, then the Sanctions Control Team will intimate the same back (in all cases, with a copy to the Compliance Team at orgcompliance@jiostar.com). ‘Upon receipt of the aforesaid confirmation of block from the Sanctions Control Team, no further action or communication with regard to such blocked party should be taken by anybody from the Company. The Sanctions Control Team, along with the concerned legal team supporting such BU/ Commercial team, or working on the Business Dealing, will discuss the issue with relevant stakeholders, and determine the next steps to be taken regarding such party, which may include one, or a combination of the following actions:
 - (I) No contract shall be entered into with the Blocked Party.
 - (II) Immediately cease the Business Dealing, especially where goods/ services from the party have not yet been fully availed/ utilized by the Company;

and/ or terminate the contract, where the party has been onboarded through an online process, and where the performance of the contract is not yet fully complete.

- (III) Such party shall be blocked on the relevant portals/ systems (as applicable), and/ or blacklisted for any further Business Dealings by any BU within the Company.
- (IV) Take such other measures as decided between the Sanctions Control Team, Chief Financial Officer and the General Counsel.

4. ON-GOING MONITORING OF ANY CHANGE IN STATUS

Given that the lists of sanctions, embargos and restrictions on DPS (including the specific list of Sanctions described in Point 1 above) are global, dynamic, and are periodically and continuously modified/updated due to constant reviews, passage of new regulations, etc., the status of any party with respect to such sanctions/ embargos may not remain unchanged and constant. It is therefore possible that a previously 'clear' or 'overridden' party may subsequently become a blocked party, and vice versa. In the event there is any subsequent change in the status of any party which is 'clear' that comes to the knowledge of the Sanctions Control Team through public report or otherwise, then the same process described in Point 3(b) above will apply and similarly in case the status of a party who is 'blocked' changes to "cleared" the same shall be informed to the respective BU/Commercial Team.

5. SANCTIONS CLAUSE

In order to legally protect and enforce the rights and interests of the Company under the Policy, a representation that the contracting party and its officers is/are not under sanctions/ embargos, shall be taken under every agreement/ PO/ RO (whether cost or revenue) irrespective of such arrangement/ transaction would be construed as a "Business Dealing" for the purposes of this Policy, as per language circulated by the Legal team, from time to time. Any modifications to the prescribed clause language will be solely determined and advised by the respective lawyers handling such contract/ document, on a case-to-case basis. Any contract/ document which does not have the sanctions clause in totality, shall require approval from the General Counsel.

Any deviation from this Policy will require the prior written approval of the Compliance Committee at, and all such deviation requests shall also be copied to the Sanctions Control Team. If you observe conduct that violates or could be construed to be a violation of this Policy, then you are required to immediately highlight any such violation to the Compliance Committee, or through any of the other whistle-blower channels described under the COBC. It is vital that you not only understand and appreciate the importance of this Policy, but also comply with it in your daily work and processes.

If you have any questions or require clarification about this Policy, please feel free to reach out to the Sanctions Control Team at sanctionscontrol@jiostar.com, or the Compliance Committee at orgcompliance@jiostar.com.
