

SADLER & _____
COMPANY, INC. _____

*P. O. Box 5866, Columbia, SC 29250-5866,
Phone (803) 254-6311, Fax (803) 256-4017
Toll Free (800) 622-7370*

TRANSMISSION FAILURE

Please answer all questions full and check relevant boxes. If there is insufficient space to answer questions fully in the space provided please use a separate sheet of paper, which must be signed and dated.

1.1 Name(s) of the Applicant(s) (Any Applicant acting for others is referred to 'Conditions of Quotation' 13 and the need to inquire of all other before answering).

1.2 Address _____

City

State

Zip

1.3 Telephone: (_____) _____ Fax: (_____) _____

1.4 What is the usual business of the Applicant(s)?

1.5 How long engaged therein? _____

2.1 Title or name of performance(s) or event(s) to be insured: _____

2.2 Nature and location of event(s) to be transmitted: _____

2.3 (A) Signing date of contract and names of parties thereto: _____

(B) Times and Dates of insured Transmission: _____

(C) Duration of insured Transmission: _____

2.4 What is the function and interest of the Applicant(s) in the Transmission? (please tick the appropriate box)

Broadcast Promoter _____

Technical Team receiving Transmission _____

Sponsor _____

Technical Team Distributing Transmission _____

Transmission Originator _____

Trader or Business using Transmission Services to

Other _____

process Transactions _____

Answer the following questions in respect of the point from which you have responsibility for the transmission to the point at which your obligations cease.

For Questions 3.1 to 3.5 if the answer is "No" please provide full details.

3.1 Do written signed contracts exist between the Proposed Assured and all those responsible for providing signal transmission or receiving services? Y or N

3.2 Can you confirm whether at the location where the Transmission originates all equipment critical to the Transmission is within buildings, undercover, or in purpose designed vehicles? Y or N

3.3 If the critical equipment is outside, is it designed to operate:
A) in the normal range of weather? Y or N
B) in extremes of weather? Y or N

3.4 Does all critical equipment have back up power? Y or N

3.5 A) Has satisfactory broadcast of test transmission been completed? Y or N
B) Have all receiving stations reported successful receipt of test transmission? Y or N
C) Are they required to do so before the actual transmission? Y or N

3.6 What back up of key critical equipment is there? (Please provide full details)

3.7 A) Have those responsible for the Transmission transmitted from the location before? Y or N
B) If "Yes", how often? _____
C) If "Yes", have there been any problems? (Please provide full details) _____

3.8 Will any new or experimental technology be used? (If "Yes" provide details) Y or N

4.1 Please confirm which methods of signal transmission are to be used.

- Method _____
 - Landline _____
 - Satellite _____
 - Ground based radio transmission _____
 - Other (please state) _____
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5.1 Will the transmission be entirely within:
A) One country? Y or N
If yes, please state which country: _____

B) One Continent? Y or N
If yes, please state which continent: _____

6.1 Draw a simple diagram of the location and methods of transmission:
(land lines, ground based satellite link stations, satellite stations, ground based radio links, etc.)

Originating End _____ Receiving End _____

7.1 Draw an outline of the areas the Transmission is to cover with an estimate of the percentage of Gross Revenue expected from each area.

7.2 Are there any areas expected to produce more than 10% Gross Revenue, where there are no receiving end back up facilities for equipment and power? _____

Complete sections 8,9 & 10 only if Satellites are involved.

8.1 Please confirm whether contracts exist between the Proposed Assured (or the parties who will use the satellite for the purpose of the insured Transmission) and the satellite owners or operators. Y or N

9.1 Who is the satellite owner/operator? _____

9.2 Please confirm the identity of the Satellite, and the date it was launched: _____

9.3 Please confirm Transponder numbers/identities: _____

9.4 Have the operators provided written confirmation that there have been no problems within the last six months, and that none are expected? Y or N

- 9.5 A) Is the contract for the use of the transponder “pre-emption”? (Can the use of the transponder be removed from the insured Transmission by another party to whom the satellite operator has given superior rights?) Y or N
- B) If yes, have arrangements been made for the use of an alternative transponder or satellite? Y or N
- C) If no alternative arrangements have been made, does the insured Transmission have superior preemption rights to others using the satellite? Y or N
- D) If proposed Assured has superior preemption rights, detail the transponder and what would be the effect upon Gross Revenue of using these rights and transferring to a new transponder. _____

- 9.6 A) Have the Satellite operators confirmed whether any sunspot or associated activity has caused problems recently or could cause problems to the planned transmission? Y or N
- B) If no, please provide the operators confirmation before requesting cover.
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- 10.1 Give the number of up-link ground stations involved: _____
- 10.2 Give the number of down-link ground stations involved: _____
- 10.3 How many permanently fixed location stations will be involved in up-link/down-link? _____
- 10.4 How many purpose designed mobile stations will be involved in up-link/down-link? _____
- 10.5 With the exception of the above what else will be used? (Please provide full details.) _____

- 10.6 What are the links from the originating site to the up-link stations? _____

- 10.7 If less than 3 down-link stations involved and the insurance is to cover from a down-link onwards, what are the ground links to the receiving site? _____

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11.1 Are you aware of any matter, fact, circumstance or incident existing or threatened that could possibly affect the Transmission(s) and might result in a claim under the proposed insurance? Y or N

If yes, please give full details: _____

12.1 Loss payee (if other than Applicant states in Question 1): _____

Conditions of Quotation

Any quotation provided by Underwriters as a result of this Application and any supporting information will be subject to:

- 13.1 final acceptance by the Applicant(s) and then Underwriters prior to the acceptance date shown in the quotation, after which the resulting insurance cannot be cancelled.
- 13.2 the Applicant(s) undertaking to advise Underwriters of any change in the supporting information or additional information that should be supplied to make this Application current, occurring prior to the inception date of any insurance subsequently issued.
- 13.3 Underwriters having no obligation to accept the risk if there has been any happening or circumstance, whether advised by the Applicant(s) or otherwise, arising prior to acceptance by Underwriters which increases or could increase the possibility of a loss in any way materially alters the risk as quoted. However, Underwriters at their sole discretion may decide to provide an alternative quotation.
- 13.4 the Applicant(s) having declared all material facts likely to influence a reasonable Underwriter in determining:
 - A) whether or not to accept the risk,
 - B) the premium,
 - C) the terms, conditions, exclusions and limitations.
- 13.5
 - A) the Applicant(s), if acting on behalf of others, being deemed to have obtained and declared all the information provided after making inquiry of each of them.
 - B) any intermediary(s) acting on behalf of any parties referred to in 13.5a), being deemed to have obtained and declared all the information provided after making inquiry of the party(s) for whom they act.
 - C) the Applicant(s) accepting the quotation doing so on behalf of all others and accepting responsibility for payment of the premium as detailed in 13.7 below.
- 13.6
 - A) the Applicant(s) undertaking that no other insurance has been purchased on this specific risk and none shall be without Underwriters' prior written approval; in the event of such approval being given, the terms, conditions, exclusions, limitations and premium set out in any quotation may be amended by Underwriters.

13.7 A) the Applicant(s) paying the premium with acceptance of the quotation. If (in accordance with 13.1 and 13.3) above Underwriters do not accept the risk, the premium will be returned.

Declaration

To the best of my/our knowledge and belief and having diligently made all necessary inquiries the information provided in connection with this Application, whether in my own hand or not, is true and I/we have not withheld any material facts. I/we understand that non-disclosure or misrepresentation of a *material fact will entitle Underwriters to void the insurance.

Note: *A material fact is one likely to influence acceptance or assessment of this Application by Underwriters: If you are in any doubt as to what constitutes a material fact you should consult your broker.

It is understood that the signing of this Application does not bind the Applicant(s) to complete or Underwriters to accept this Insurance, but the Applicant(s) agree that, should a contract of insurance be concluded, this application and any supporting information shall be incorporated into and form the basis of the contract.

I/We the Applicant(s) accept these conditions as the Applicant or agent of the Applicant and that any subsequent insurance will become null and void if any of the foregoing conditions are breached.

Signature: _____ Date: _____

Name: _____ Position: _____

Please Return This Application To:

Sadler & Company, Inc.
P.O. Drawer 5866 Columbia, SC 29250-5866
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