

## SPONSORSHIP STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

In the Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

<b>“Act” or “Acts”</b>	means the Broadcasting Acts 1990 and 1996 and the Communications Act 2003 as amended or superseded from time to time;
<b>“Affiliate”</b>	means in relation to any body corporate, any Holding Company or Subsidiary of such body corporate or any Subsidiary of a Holding Company of such body corporate, as such terms are defined in section 1159 of the Companies Act 2006;
<b>“Agency”</b>	means the media buying agency (if there is one) acting on behalf of the Brand Owner, as specified in the Booking Form;
<b>“Agreement”</b>	means these Terms and Conditions and the Booking Form (including any additional terms and conditions that are cross-referenced to in the Booking Form and all Schedules attached);
<b>“BCAP Code”</b>	means the Broadcast Committee of Advertising Practice Code and accompanying guidance (as amended or superseded from time to time);
<b>“Booking Form”</b>	means the document containing the details of the sponsorship to which these Terms and Conditions apply;
<b>“Brand”</b>	means the relevant brand of the Brand Owner as may be set out in the Booking Form which is the subject of the Agreement;
<b>“Brand Owner”</b>	means the Brand Owner as specified in the Booking Form;
<b>“Broadcaster”</b>	means the broadcaster (if any) identified in the Booking Form;
<b>“Campaign Period”</b>	means the campaign period specified for each of the types of activities detailed in the Booking Form;
<b>“Client”</b>	means (a) the Agency acting on behalf of the Brand Owner; (b) where there is no Agency, the Brand Owner; or (c) where the context requires, both the Agency and the Brand Owner together;
<b>“Commencement Date”</b>	means, notwithstanding a later date of signature, the earliest start date of a Campaign Period(s) specified in the Booking Form;
<b>“Control” or “Controlling Interest”</b>	has the meaning ascribed to it by Section 840 of the Income and Corporation Taxes Act 1988;
<b>“Creative Brief”</b>	means the document provided by Sky to Client which sets out the timeframes for delivery of all relevant materials by the Client to Sky which are required by Sky in order to launch the Sponsorship campaign contemplated in the Booking Form;

<b>“Digital Properties”</b>	means the digital properties (if any) detailed in the Booking Form;
<b>“Fee”</b>	means the total fee set out in the Booking Form;
<b>“Force Majeure”</b>	means any event beyond the reasonable control of either Sky or the Client, as applicable, and shall include (but not by way of limitation) epidemic, pandemic, and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organisation and any of the strains, variants or mutations thereof) strikes, lockouts, riots, sabotage, acts of war, terrorism, hostilities or piracy, any law, destruction of essential equipment by fire, explosion, storm, flood, earthquake, satellite and/or transmission failure and delay caused by failure of power supplies or transport;
<b>“FSMA”</b>	means the Financial Services and Markets Act 2000;
<b>“Intellectual Property Rights”</b>	means all copyright, database rights, patent rights, design rights, moral rights, trade marks, domain names, know-how and any other intellectual property rights and similar rights (whether registered or unregistered) including any application for registration of any such right anywhere in the world;
<b>“Ofcom”</b>	means the Office of Communications or any replacement or successor body or bodies from time to time, or any equivalent body in an applicable jurisdiction;
<b>“Ofcom Codes”</b>	means all relevant codes and guidance published by Ofcom applicable to the Programme or Sponsorship Credit or any other promotional/advertising activity described in the Booking Form, as may be amended or superseded from time to time, including the Ofcom Broadcasting Code and accompanying guidance;
<b>“Pirate Sites”</b>	means any internet site, network, service or other medium that is primarily designed for and primarily engaged in: (i) the unlawful reproduction and/or distribution of movie or television content, or which materially contributes to, induces or causes copyright infringement; (ii) manufacturing, importing, offering to the public, providing or otherwise trafficking in any devices or services designed to circumvent technological measures used to protect movie or television content; (iii) assisting or offering assistance to third parties in obtaining unauthorised copies of movie or television content; (iv) indexing, listing or displaying file names corresponding to unauthorised copies of movie or television content available for downloading or uploading using peer-to-peer or other Internet systems or networks; or (v) offering or providing unauthorised downloading, sharing, swapping, trading, streaming distribution, sale, rental or display of unauthorised electronic or physical copies of movie or television content;
<b>“Programme”</b>	means the programme(s) set out in the Booking Form, as transmitted by Sky from time to time. Where the Client sponsors a particular strand of programming, “Programme” shall be deemed to mean all the programme(s) within the relevant strand of programming as set out further in the Booking Form;
<b>“Relevant Laws”</b>	means any applicable laws, statutes, regulations and relevant industry codes of practice (including without limitation, the Acts, the CAP code, BCAP Code, and the Ofcom Codes) as may be updated from time to time;

<b>“ROI”</b>	means Republic of Ireland;
<b>“Sky Platform”</b>	means any platform by which Sky makes its content available to viewers, including but not limited to satellite, cable, online, digital, internet, IPTV and VOD;
<b>“Sky Environmental Policy”</b>	means the following policy <a href="https://www.skygroup.sky/suppliers">https://www.skygroup.sky/suppliers</a> as amended from time to time;
<b>“Sponsorship Credit”</b>	means any sponsorship credit (including without limitation all trade marks, branding and content contained therein) to be transmitted in conjunction with the Programme across the Sky Platforms, as detailed in the Booking Form;
<b>“Terms and Conditions”</b>	means these standard terms and conditions;
<b>“Territory”</b>	means the territories as set out in the Booking Form; and
<b>“VOD”</b>	means video on demand.

## 2. INTERPRETATION

- 2.1.1 Headings are for ease of reference only and shall not affect the construction or interpretation of the Agreement.
- 2.1.2 References to “person” shall include any individual, firm, government, state or agency of a state or any joint venture or association (whether corporate or incorporate).
- 2.1.3 References to a statute or regulation shall be deemed to extend to any statute or regulation passed in substitution therefore or substantially re-enacting or consolidating the same.
- 2.1.4 Words in the singular shall include the plural, and vice versa.

## 3. AGREEMENT

- 3.1 These Terms and Conditions shall apply to all sponsorship purchased by a Client and together with the Booking Form, shall constitute the Agreement made between Sky and the Client in relation to a campaign.
- 3.2 By placing a Booking Form with Sky, the Client accepts in full these Terms and Conditions. Unless there is an express statement otherwise, in the event of any conflict between these Terms and Conditions and the Booking Form, the following order of precedent shall apply: (i) these Terms and Conditions; and (ii) the Booking Form.

## 4. PROGRAMME SPONSORSHIP

- 4.1 Sky hereby agrees to provide or procure the sponsorship of the Programme by the Client as described in the Booking Form during the Campaign Period within the Territory and subject to the terms and conditions of this Agreement.
- 4.2 The intended transmission dates and times for the Programme may be set out in the Booking Form, however Sky may change the dates and/or timing of transmission of any Sponsorship Credit or Programme. Without prejudice to the provisions of Clause 12, all Programme are subject to suspension, cancellation or modification (including without limitation changing the name of the Programme) at the discretion of Sky. The sponsorship of the Programme is subject to any applicable regulatory restrictions.

- 4.3 The sponsorship of the Programme is subject to Sky obtaining all necessary licences, consents and authorisations from third parties (including without limitation the rightsholder(s) of the Programme).
- 4.4 The Client agrees to provide all necessary PO numbers and/or booking references (the “**Deal Identifier Information**”) required for the Client to be able to release payment for the campaign. Sky reserves the right in its absolute discretion to pause or delay the campaign activity until such time as the Client has provided this necessary Deal Identifier Information.
- 4.5 The Client acknowledges that the ROI feed for the Programme will in some circumstances be a simulcast of the UK feed and therefore contain the Sponsorship Credit and any materials supplied by the Client must be cleared for such usage. In calculating the Fee, Sky has not included any charge for the sponsorship on the ROI feed.
- 4.6 For the avoidance of doubt, Sky will not be prohibited from also carrying advertisements, promotions or sponsorship of any other programmes for any product or business competitive to the product or business of the Client.

## 5. **SPONSORSHIP CREDIT AND PROGRAMME**

- 5.1 Notwithstanding any other provision of this Agreement, Sky shall retain editorial control of the Sponsorship Credit and the Programme at all times. Sky reserves the right in its absolute discretion to do any act or thing in respect of the transmission of a Sponsorship Credit or part thereof which it deems necessary, acting reasonably (including without limitation the editing, modifying, fading or cutting thereof).
- 5.2 All contents of the Sponsorship Credit are subject to Sky’s approval. Any approval by Sky will not be deemed to constitute a waiver of Sky’s rights hereunder. Sky reserves the right at all times in its absolute discretion to:
- 5.2.1 reject or cancel the transmission of any Sponsorship Credit which it deems necessary, acting reasonably; or
  - 5.2.2 remove any Sponsorship Credit from the transmission of a Programme which it deems necessary, acting reasonably.
- 5.3 Sponsorship Credit shall only be transmitted by Sky if they are approved by Sky, satisfy Sky’s technical requirements as may be notified by Sky to the Client from time to time and comply with Relevant Laws. Sky acknowledges that for VOD Sponsorship Credit, there are no legal or regulatory requirements to comply with the BCAP Code or the Ofcom Codes, however for the purposes of consistency and quality, Sky requires that any VOD Sponsorship Credit delivered under the Agreement must comply with the BCAP Code and the Ofcom Codes as if it constituted a sponsorship credit on a normal linear transmission. Where Sky (or Sky’s nominated production company) is to produce the Sponsorship Credit, the Client shall ensure delivery of branding (whether by it or a third party on its behalf) and any other design materials to Sky in the format required by Sky within the timeframes set out in the Creative Brief, unless otherwise agreed with Sky. Where the Client is to produce the Sponsorship Credit, the Client shall ensure that the Sponsorship Credit and any other materials are delivered to Sky in the format required by Sky and within the timeframes set out in the Creative Brief. Failure to comply with this paragraph may result in the sponsorship Commencement Date being delayed. The Client acknowledges and agrees that notwithstanding any delay to the Commencement Date due to non-compliance with this Clause 5, the Fee shall still be payable.
- 5.4 If Sky removes, rejects or does not approve a Sponsorship Credit, Sky shall notify the Client as soon as reasonably practicable, following which the Client shall submit an alternative Sponsorship Credit at its own cost in accordance with the time frames designated by Sky.

## 6. **SKY PLATFORMS**

- 6.1 The Client hereby acknowledges and agrees that where sponsorship is provided on a Programme which is simulcast across more than one Sky Platform, then the Sponsorship Credit may, at the sole discretion of Sky, be transmitted across the other Sky Platform(s) without Sky providing prior notice of this transmission to the Client. For example, if the Sponsorship is of a Programme transmitted across Sky News, it may also be simulcast across Sky Mobile. The simulcasting of the Sponsorship Credit across the other Sky Platform is subject to the terms and conditions of this Agreement.

## **7. TERMS OF PAYMENT**

- 7.1 Sky shall invoice the Client for the Fee less the agreed Agency' commission (such commission to be 15% unless stated otherwise in the Booking Form) as stated in the Booking Form, or if not stated in the Booking Form, at the end of the first calendar month of the Commencement Date. Unless otherwise expressly agreed by the parties in writing, the Client must ensure that payment is made to Sky in pounds sterling no later than the 25<sup>th</sup> of the first calendar month following the calendar month in which the invoice is dated. For the avoidance of doubt, the Brand Owner shall be responsible for the payment of any commission to the Agency. The Client and Sky acknowledge that for the purposes of standard industry practice the Fee represents the 'gross' value of the sponsorship under this Agreement (i.e. inclusive of agency commission but exclusive of VAT). The Brand Owner acknowledges and agrees that Sky is in no way liable for the payment of any agency commission to the Agency or otherwise and that if the Agency fails to perform any relevant obligation under this Agreement on the Brand Owner's behalf (including without limitation paying the Fee) then the Brand Owner shall remain liable for the full performance of such obligation.
- 7.2 The Client must pay the Fee as specified in the Booking Form and Clause 7.1 above and all VAT at the relevant rates prescribed by law (and all similar sales tax (if applicable)). All amounts paid by the Client and Agency (if any) after the due date will bear interest at the rate of two percent (2%) (or the highest rate permitted by law, if less) above the base lending rate of Barclays Bank plc, from time to time, from the date when payment was due until the date of payment is received, whether before or after judgment. In the event of any failure by the Client to make payment: (i) the Client will be responsible for all expenses (including legal fees) incurred by Sky in collecting the amounts due; and/or (ii) without affecting any other rights which it may have, Sky may suspend the broadcast or transmission of the Sponsorship Credit until the relevant amount is paid and charge, in addition to all other sums due under this Agreement, including any costs associated with removing the Sponsorship Credit from the Programme, the digital or VOD service (where applicable) or any broadcast or transmission on any Sky Platform.
- 7.3 All amounts in this Agreement are expressed as exclusive of VAT (unless stated otherwise) which shall be paid by the applicable party at the prevailing rate and in the manner prescribed by law at the date of invoice. The Client shall not be entitled and hereby waives any right to exercise any lien or make any deduction by way of set-off, counter-claim or otherwise against the Fee except as specifically provided in this Agreement or as may be required by any statute or government regulation. If the Client is required to deduct any withholding taxes, the Client shall pay such additional amounts to Sky such that Sky receives an amount after withholding tax payment which is equivalent to an amount that would be received by Sky if there had been no requirement to withhold tax.

## **8. NO ASSIGNMENT OR RE-SALE OF SPONSORSHIP**

- 8.1 The Client may not re-sell, assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge or hold on trust any of its rights hereunder or otherwise dispose of (in any manner whatsoever) the benefit of this Agreement or sub- contract or delegate in any manner whatsoever its performance under this Agreement, and any attempt to re-sell, assign, transfer, mortgage, charge or hold on trust such rights or otherwise dispose of such benefit or such performance will be ineffective and will entitle Sky to terminate this Agreement immediately, without liability on the part of Sky.
- 8.2 Sky shall be entitled to assign, sub-contract and/or transfer any of its rights and obligations hereunder to any of its Affiliates.

9. **LICENCE AND INTELLECTUAL PROPERTY RIGHTS**

9.1 Without prejudice to any rights Sky may have under law, the Client hereby grants to Sky a worldwide, non-exclusive, royalty-free licence to reproduce and display the Sponsorship Credit (including all content, trade marks and brand features contained therein) across any and all of the Sky Platforms. The Client acknowledges that it will ensure such Sponsorship Credit is cleared for transmission and/or access by viewers across all Sky Platforms in the manner permitted by Sky from time to time.

9.2 The Client grants to Sky the express right to:

9.2.1 reproduce throughout the world screen shots of all or part of the Sponsorship Credits supplied by the Client to Sky on or in any promotional or advertising material or campaign promoting or advertising Sky Platforms; and

9.2.2 include the Sponsorship Credit within a channel (or programme) which is received by a viewer by VOD means, or by means of an onward simultaneous streams.

9.3 Where the Client produces the Sponsorship Credit, all Intellectual Property Rights in such Sponsorship Credits provided by the Client (excluding Sky's and/or the Broadcaster's trade marks and other intellectual property) shall remain the property of the Client. Where the Client wishes to use Sponsorship Credits provided under this Clause 9.3 after the term and the Sponsorship Credits include Sky's intellectual property or any Broadcaster intellectual property (including but not limited to its trade marks and any part of the Programme) such intellectual property must be removed prior to such further use.

9.4 All legal and beneficial interest in any Intellectual Property Rights relating to the materials, video, audio, graphics, text, data or software provided by or on behalf of Sky for the purposes of the Agreement, including, any materials created for the Sponsorship Credit (however excluding the Client's trade marks) and all templates, formats, documents, drawings and all other items produced, developed, utilised or supported by or on behalf of Sky in relation to the Sponsorship Credit or otherwise, shall remain the property of Sky and/or its Affiliates or licensors (as appropriate). Where Sky develops or pays for a third party to develop the Sponsorship Credit for the Client, such Sponsorship Credit shall be deemed to be supplied by or on behalf of Sky for the purposes of the Agreement unless otherwise agreed in writing. To the extent that any legal or beneficial interest in Intellectual Property Rights relating to the subject matter referred to in this Clause 9.4 should for any reason vest in the Client, the Client hereby assigns (including by way of present assignment of future copyright, where applicable) such interest to Sky. The Client shall not use Sponsorship Credit provided under this Clause 9.4 after the end of the Term without Sky's prior written approval.

9.5 Where applicable and without prejudice to the generality of Clauses 9.3 and 9.4 above, the Client agrees that all Intellectual Property Rights in the Digital Properties including the domain name and all materials and features contained on or in such Digital Properties and all underlying pages shall at all times be vested in and belong to or be under the control of Sky (or its licensors as the case may be) and the Client shall not acquire any rights or interest in or to such Digital Properties or their underlying pages or any such materials or features of any nature save for the Client's trade marks.

9.6 Unless otherwise agreed in writing the Client is not entitled to, and shall not reproduce, display or otherwise use the title, logo, character(s), images, graphics, video, audio or any other element of the Programme for any purpose.

9.7 Where the Client is an Agency, the Agency undertakes warrants and represents that it has the authority to grant the above licences from the Brand Owner to Sky in accordance with the provisions of this Clause 9.

10. **REPRESENTATIONS AND WARRANTIES**

- 10.1 Where the Client is an Agency, the Agency warrants that:
- 10.1.1 it contracts with Sky as principal and undertakes to perform all obligations of the Client under the Agreement, notwithstanding that it may also be acting as an advertising agency or media buyer or in some other representative capacity;
  - 10.1.2 without prejudice to Clause 10.1.1, it is authorised to represent and bind the Brand Owner(s) named in the Booking Form;
  - 10.1.3 the Brand Owner has been provided with and approved a copy of the Agreement;
  - 10.1.4 it shall be responsible for the payment of accounts, unless other arrangements are agreed in writing.
  - 10.1.5 without prejudice to the indemnities required under the Agreement, it undertakes to indemnify Sky against any claims, liabilities, losses, damages, fees and expenses of any kind (including legal fees and costs) suffered or incurred by Sky as a result of:
    - (A) a breach of any of the warranties contained in Clauses 9.7, 10.1.1, 10.1.2, 10.1.3, 10.1.4 and 10.3; and
    - (B) any claim or action made against Sky by the Brand Owner and/or any of the Brand Owner's Affiliates in relation to any matter under this Agreement; and
- 10.2 Without prejudice to Clause 10.1, where the Client is an Agency, the Agency and the Brand Owner are jointly and severally liable for any breach of a Client's obligation under the Agreement.
- 10.3 The Client warrants and represents to Sky for the duration of the Term that:
- 10.3.1 it will be responsible for obtaining and paying for all necessary licenses and consents for the transmission of the Sponsorship Credit across all Sky Platforms in the manner described herein;
  - 10.3.2 it holds all necessary rights to permit the use, reproduction, display, transmission and distribution of the Sponsorship Credit in the manner specified in this Agreement, including the right to grant Sky such rights (which, for the avoidance of doubt, in the event that any Sponsorship Credits contains a sound recording (the "**Recording**"), which shall include but not be limited to all consents and permissions from (i) the copyright owners of the musical and/or literary composition(s) reproduced on the Recording; and (ii) labour organisations including the Musicians' Union for which the Client shall pay all re use payments, royalties and other sums required for such consents and permissions);
  - 10.3.3 where the Client has provided the material for the Sponsorship Credit, it has obtained all Intellectual Property Rights and other third party rights, and all appropriate consents, clearances and licences for the Sponsorship Credit (including without limitation music rights and performance rights);
  - 10.3.4 the Sponsorship Credit does not contain anything which defamatory, obscene, false or misleading;
  - 10.3.5 the Sponsorship Credit does not contain any references to or logos of or representations of (whether spoken, in text or picture form) any entity other than the Brand Owner. For the purposes of this sub-clause 0, any Affiliate of the Brand Owner or other divisions within the Brand Owner shall be deemed to be entities which are not the Brand Owner;
  - 10.3.6 the Sponsorship Credits comply with all Relevant Laws; and
  - 10.3.7 any Sponsorship Credit transmitted pursuant to this Agreement either:

- (A) does not constitute a financial promotion within the meaning of the FSMA or other applicable law; or
  - (B) has been approved by an 'authorised person' within the meaning of the FSMA or is otherwise permitted under the FSMA or an exemption order thereto and the Client has expressly notified Sky in writing of this.
- 10.4 Sky warrants and undertakes that it has the legal right and authority to enter into this Agreement and is not bound by any previous agreement which adversely affects this Agreement.
- 10.5 Each party will comply with Relevant Laws in connection with the performance of its obligations under or in connection with this Agreement.
- 11. **INDEMNITY**
- 11.1 The Client (for itself and on behalf of its Affiliates, officers, contractor's and employees) agrees to indemnify and keep indemnified Sky and hold Sky, its Affiliates, officers, contractors and employees harmless against any and all liabilities, costs, expenses, damages and losses of any kind (including legal fees and costs) incurred by Sky, its Affiliates, officers, contractors and/or employees and/or operator as a result of any third party claims, actual or threatened, relating to any Intellectual Property Rights infringement, breach of confidentiality and/or breach of any Relevant Laws arising in connection with this Agreement.
- 11.2 The Client shall co-operate fully with Sky and provide free of charge all assistance that is reasonably required as a result of any challenge by Ofcom (or otherwise) in connection with the sponsorship of the Programme or any additional sponsorship.
- 12. **LIMITATION OF LIABILITY**
- 12.1 Sky's liability under the Agreement including without limitation any failure to broadcast any Programme for any reason whatsoever or transmit the number of Sponsorship Credits as provided in the Agreement (or in the event of any other failure, technical or otherwise, of such Sponsorship Credit to appear as provided in this Agreement), will be limited (at the option of Sky) to either:
  - 12.1.1 transmitting the Sponsorship Credit as soon as is reasonably practicable in the period following the period during which the Sponsorship Credit was scheduled to run and for such time as is necessary to generate a number of broadcasts of the Sponsorship Credit equal to the shortfall; or
  - 12.1.2 providing the Client with sponsorship and/or advertising opportunities of a value equal to the shortfall, using Sky's then-current market rates.
- 12.2 In no event shall Sky be liable to the Client for any direct loss of profit or indirect economic loss of any kind including (without limitation) any indirect loss of profits, business, contracts, revenues, goodwill, production and anticipated savings arising from: (i) the broadcast, or any failure to broadcast in a timely manner or at all, any Sponsorship Credit or Programme in accordance with the Agreement; or (ii) any other breach by Sky of the terms of the Agreement.
- 12.3 In no event shall Sky be liable for:
  - 12.3.1 any loss or damage to any design materials, video, audio or Sponsorship Credits supplied by/on the behalf of the Client whether at Sky's premises or in transit; and
  - 12.3.2 any loss or damage arising as a result of the content of any Programme, whether caused by Sky's negligence or otherwise. Unless otherwise instructed, Sky may destroy any materials supplied by the Client thirty (30) days following the end of the Campaign Period.



- 12.4 Without prejudice to the provisions of Clauses 12.1 to 12.3 inclusive, subject to Clause 12.6, in the event that Sky is held liable for damages or losses suffered by the Client, the maximum liability that Sky shall have towards the Client in respect of any act or omission and any related series of acts or omissions shall be the Fee paid to Sky by the Client or on its behalf under the Agreement.
- 12.5 The Client acknowledges that Sky provides the Client with any estimated audience numbers only as a courtesy to the Client and Sky will not be held liable for any claims (whether for negligence, misrepresentation or otherwise) relating to any audience statistics however supplied.
- 12.6 Notwithstanding any other provision of the Agreement, neither party limits or excludes its liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

### 13. **TERM AND TERMINATION**

- 13.1 The Agreement shall commence when the Booking Form is entered into and the Agreement shall continue in full force and effect for the duration of the Campaign Period set out in the Booking Form unless terminated earlier pursuant to this Clause 13.
- 13.2 Without prejudice to its other rights and remedies, Sky shall be entitled to terminate the Agreement in whole or in part immediately at any time by giving notice in writing to the Client if:

13.2.1 the Client commits a material breach of the terms or conditions of this Agreement and, where such breach is capable of remedy, does not remedy such breach within seven (7) days after being served notice to do so;

13.2.2 the Client fails to comply with its obligations to pay the Fee in accordance with Clause 7;

13.2.3 the Client becomes insolvent, a person passes a resolution for either of winding up or dissolution of the Client, an administration order is made against the Client or a receiver is appointed over, or takes possession of, the assets of the Client;

13.2.4 the activities or conduct of the Client or activities relating to the Client's 'business are of such a nature that Sky reasonably considers that the continued sponsorship of the Programme would be detrimental to the reputation of Sky and/or the Programme or otherwise damaging to the Sky brand;

13.2.5 the Client undergoes a change of control (for the purposes of this paragraph "change of control" shall occur where: (i) a person who is not an Affiliate of the Client gains Control of the Client; or (ii) any person obtains any form of influence over the management of the Client and Sky reasonably believes such influence would be harmful to Sky's business or the business of any of its Affiliates); and/or

13.2.6 Sky's right to represent sponsorship of the Programme (if applicable) is terminated (for whatever reason);

and on termination of the Agreement by reason of any of the foregoing, Sky shall be entitled without affecting any other rights which it may have at law or otherwise, to charge, in addition to all other sums due under the Agreement, any costs associated with removing the Sponsorship Credit from the Programme, the digital or VOD service (where applicable) or any broadcast or transmission of the Programme on any Sky Platform.

- 13.3 In the event that the Agreement is terminated pursuant to any of Clauses 13.2 to 13.2.3 inclusive, without prejudice to its rights and remedies:

13.3.1 Sky shall be under no obligation to transmit any Sponsorship Credit or to refund any Fee or other amounts paid by or on behalf of the Client to Sky in respect of sponsorship

which has not been provided;

- 13.3.2 the Client shall remain liable for any amount due for Sponsorship Credits already provided and such an obligation to pay shall survive the termination of the Agreement; and
- 13.3.3 at the request of Sky, the Client shall return all of Sky's statistics and measurement data, to the extent there is any such applicable data, from the campaign provided under the Agreement.
- 13.4 Notwithstanding Clause 13.1, the Client shall be entitled to terminate the Agreement immediately at any time by giving notice in writing to Sky if:
  - 13.4.1 Sky is in material breach of any of its obligations hereunder and, where such breach is capable of remedy, does not remedy such breach within thirty (30) days after being served notice to do so; or
  - 13.4.2 Sky becomes insolvent, a party passes a resolution for the winding up or dissolution of Sky, an administration order is made against Sky or a receiver is appointed over, or takes possession of, the assets of the Sky.

#### 14. **AUDITING**

- 14.1 Sky shall have the right to audit the Client's records and systems at its own cost at any time on reasonable prior written notice if Sky reasonably believes that the Client has breached, or may breach, this Agreement, in order to ensure the Terms and Conditions of the Agreement have been complied with and in particular that payments are being made in accordance with the Agreement.
- 14.2 The auditors are to be permitted access to any information and make such enquiries as they consider relevant to the performance of their duties (including without limitation to both the finance and media buying departments of the relevant entity). Sky shall be entitled to receive details of all audited spend to establish that they fall within the terms of the Agreement. The auditors will provide letters of confidentiality where requested.
- 14.3 If any such audit reveals that the Client has under-delivered to Sky any sums properly due, then the Client shall pay to Sky forthwith the cost of the audit, together with the amount of the shortfall and interest thereon accruing daily at a monthly rate of two percent over the Barclays Bank plc base rate from time to time in force from the date when the sums were due until the date of actual payment. The auditors' evaluation of the cost shall be final and binding on both parties.
- 14.4 Where an Agency contracts with Sky, that Agency shall obtain all relevant consents (as required) from all Clients in respect of whom sponsorship bookings are made by that Agency, to ensure that Sky has access to all relevant details about and records of any such Client for the purposes of an audit carried out in accordance with this Clause 14. At Sky's reasonable request, the Agency will provide written confirmation to Sky that such consents have been obtained together with any supporting evidence reasonably required by Sky.

#### 15. **CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS**

- 15.1 Neither Sky nor the Client shall make any public or press announcement, press release, communication or statement concerning the Agreement without the other parties' prior written consent, such consent not to be unreasonably withheld or delayed. The parties agree that any breach of this Clause 15 shall constitute a material breach of the Agreement.
- 15.2 Each party undertakes to the other party, subject to Clauses 15.3 and 15.4 below, that it will treat as confidential the terms of the Agreement together with all information it obtains about the other party concerning the business, finances, revenues/prices, technology and affairs of the other party(s) generally and each parties' respective obligations hereunder or otherwise in connection with the Agreement and regardless of its nature ("Confidential Information"), and will not disclose such information to any person except in accordance with this Clause 15 and

will not use such Confidential Information other than for the purposes of the Agreement subject always to any prior specific authorisation in writing by the relevant party who owns the Confidential Information.

- 15.3 Each party will only disclose Confidential Information to those of its employees and officers who: (i) need to know it for the purpose of exercising or performing its rights and obligations under the Agreement; (ii) are informed of the confidential nature of the information divulged; and (iii) agree to act in compliance with the Agreement.
- 15.4 Neither party will disclose Confidential Information to any third party (other than to its own employees and officers in accordance with this Clause 15), except for information that:
- 15.4.1 is in the public domain other than by default of the recipient party;
- 15.4.2 is obtained by the recipient party from a bona fide third party having no apparent restraint on its free right of disposal of such information;
- 15.4.3 is or has already been independently generated by the recipient party;
- 15.4.4 is reasonably passed on to third parties by Sky for the purposes of undertaking credit and risk management; or
- 15.4.5 is required to be disclosed by law (or applicable regulation, including, the Listing Rules of the Stock Exchange and the City Code on Takeovers and Mergers) or the valid order of a court of competent jurisdiction, or the request or direction of any governmental or other regulatory authority or agency provided that the recipient party shall notify the disclosing party promptly of any such potential requirement (and, if possible, prior to making any such disclosure) and shall use all reasonable endeavours to seek confidential treatment of any such information.
- 15.5 Notwithstanding any other provision of the Agreement, it shall not be a breach of the Agreement for any party to disclose any information given to it in connection with the Agreement for statutory auditing purposes or pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third party with statutory power to require the disclosure of such information, provided that the affected party gives all reasonable notice of such disclosure to the other party.
- 15.6 The provisions of this Clause 15 shall expressly survive the termination, completion or assignment of this Agreement.

## 16. **CHANGES TO TERMS AND CONDITIONS**

- 16.1 Sky reserves the right to make such changes to these Terms and Conditions at its sole discretion. Unless otherwise agreed between the parties in writing, in the event of such a change, the Terms and Conditions applicable shall be those in force at the time of transmission. The Client shall (by serving written notice on Sky within one (1) week of receiving notice of such a change) be entitled to cancel any order for an Advertisement to which the change of Terms and Conditions would otherwise be applicable.

## 17. **ANTI-FINANCIAL CRIME**

- 17.1 The Client represents and warrants that it shall not and that none of its subsidiaries, shareholders, directors, officers, employees, contractors, sub-contractors, agents or other representatives shall breach or cause Sky to breach any anti-financial crime laws to which either party is subject to including but not limited to the UK Bribery Act 2010, U.S. Foreign Corrupt Practices Act 1977, Proceeds of Crime Act 2002, Criminal Finances Act 2017, any sanctions or export controls regime enforced by the United Kingdom, European Union or United States, financial crime offences under the Italian 231 Decree or German Penal Code, and all updates, amendments and/or implementing measures thereto (together, the “**Anti-Financial Crime Laws**”). Without prejudice to Clause 13 (Term and Termination), if the Client breaches this

Clause 17 or continued performance of the Agreement will cause a breach of any Anti-Financial Crime Laws then:

- 17.1.1 the Client shall fully cooperate with Sky in investigating and if possible, remedying the breach;
- 17.1.2 Sky may terminate this Agreement immediately on written notice to the Client without liability to the Client; and
- 17.1.3 the Client shall fully indemnify Sky against all liabilities suffered or incurred by it arising out of or in connection with a breach of this Clause 17.

## 18. **ANTI-PIRACY**

- 18.1 The Client shall at all times maintain technical measures and safeguards to ensure a level of security appropriate to prevent the placement of any advertising or sponsorship on Pirate Sites. In the event that advertising or sponsorship placed by the Client appears on Pirate Sites, or sites which are reasonably suspected to be Pirate Sites, Client shall take all reasonable steps to:

- 18.1.1 notify Sky of the placement of such advertising or sponsorship;
- 18.1.2 procure its immediate removal;
- 18.1.3 investigate the cause; and
- 18.1.4 prevent any recurrence.

## 19. **ENVIRONMENT**

- 19.1 The Client acknowledges and understands the following:

- 19.1.1 Sky's target of going net zero carbon by 2030;
- 19.1.2 the Sky Environmental Policy; and
- 19.1.3 the UK Government's commitment to bring greenhouse gas emissions to net zero by 2050 pursuant to the Climate Change Act 2008 (2050 Amendment) Order 2019,

accordingly, the Client agrees to work with Sky as reasonably requested (such as providing reports on its greenhouse gas emissions) in order to help Sky meet its net zero target.

## 20. **GENERAL**

### 20.1 **Insurance**

Each party will at all times maintain insurance with a reputable insurance company sufficient to meet any of its potential liabilities under the Agreement.

### 20.2 **Entire Agreement**

The Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements and representations, whether written or oral, between the parties. Further, the Client acknowledges and agrees that it has not relied upon any representation or otherwise of Sky when entering into the Agreement.

### 20.3 **Force Majeure**

If any party (the "**Affected Party**") is prevented or delayed in whole or in part from complying with its obligations under the Agreement by reason of Force Majeure, it will notify the other party(s) giving details thereof. The Affected Party will be relieved of its obligations under the Agreement to the extent that its performance is hindered or delayed by such Force Majeure event. If the event of Force Majeure continues for a period of more than thirty (30) days (whether consecutive or cumulative), the other party shall be entitled to terminate the affected sponsorship / the Agreement by notice in writing to the Affected Party.

### 20.4 **Terms and Conditions and Waiver**

20.4.1 Terms or conditions other than those set out in the Agreement or any variation thereof shall not be binding on either party unless agreed to in writing and signed on behalf of the parties.

20.4.2 No waiver of any breach of, or right under, the Agreement is effective unless it is in writing and signed by the parties to the Agreement.

**20.5 Survive Termination**

There shall survive the expiry or termination of the Agreement any term of the Agreement which in order to give effect to its provision needs to survive the expiry or termination. The provisions of those clauses intended to have continuing effect (including provisions relating to liability, indemnities, intellectual property rights and confidentiality) shall continue in full force and effect following the termination for any reason or expiry of the Agreement.

**20.6 Severability**

Each of the provisions of the Agreement are to be construed separately and independently of the other and, if any provision or clause (or part thereof) of the Agreement is found by any court or other judicial body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision or clause will not affect the other provisions of the Agreement or any other clause herein which will remain in full force and effect.

**20.7 Third Party Exclusions**

Save where indicated otherwise (including Clause 10), the Agreement does not create or infer any third-party rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise at law enforceable by any person who is not a party to the Agreement.

**20.8 Governing Law**

The Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.