

**Sports Information Services Limited**  
**Content Delivery General Terms and Conditions**

**NOTE: THE CUSTOMER'S ATTENTION IS DRAWN TO THE FOLLOWING:**

**THE KEY SERVICE DETAILS AND RESTRICTIONS OF USE IN THE APPENDIX TO THE CONTENT DELIVERY AGREEMENT; AND**

**THE WARRANTIES (PARAGRAPH 6) AND LIMITATIONS AND EXCLUSIONS OF LIABILITY (PARAGRAPH 7) IN THESE GENERAL TERMS AND CONDITIONS.**

**1 Definitions and Interpretation**

1.1 For the purposes of the Agreement the following words and expressions will have the following meanings:

**Addendum** a written addendum or variation to the Agreement signed by an authorised representative of each party;

**Agreement** the agreement between the parties relating to the provision of the Services by SIS to the Customer, comprising the Content Delivery Agreement and these Content Delivery General Terms and Conditions;

**Applicable Laws** any and all relevant legislation and regulations currently in force or otherwise required at any time from any national, local or any other relevant authority or body in any jurisdiction in order for the Customer lawfully and properly to receive the Services;

**Business Day** any day, other than a Saturday or a Sunday, on which commercial banks are open for business in London;

**Computer Network Service** a service which provides information to the public by any form of computer on-line media (including linear and interactive delivery and the internet), for exhibition, distribution or exploitation through any arrangement, apparatus, device, process or procedure, including technology of video, sound and data delivery to portable devices or personal digital assistants (such as mobile phone and palm top computers) whether now known or hereafter devised;

**Content** any content (including audio, visual, text or data content) that is delivered or is to be delivered by means of the Services;

<b>Confidential Information</b>	of a party means all information (in whatever form) which is, directly or indirectly, in whatever manner, whether before or after the date of the Agreement, disclosed or made available to the other party or otherwise obtained by the other party in connection with the subject matter of the Agreement (and in each case, disclosure or receipt by a party's Group Company shall be treated as disclosure or receipt by the relevant party). For the avoidance of doubt, the Confidential Information of SIS shall include any information expressly marked by SIS as "Confidential";
<b>Content Delivery Agreement</b>	the SIS Content Delivery Agreement or SIS Product Licence and Content Delivery Agreement setting out, inter alia, the key details of the Services to be provided by SIS to the Customer and any other special terms and conditions agreed between SIS and the Customer relating to the Services;
<b>Fees</b>	the fees to be paid by the Customer for all of the Services as set out in the Content Delivery Agreement;
<b>Group Company</b>	in relation to a party, the ultimate Holding Company or any Subsidiary of such Holding Company, or any company which is a Subsidiary of any such Subsidiary ("Holding Company" and "Subsidiary" having the meanings given in section 1159 of the Companies Act 2006);
<b>Integration Work</b>	as defined in paragraph 4.1;
<b>Licences</b>	any and all licences and permissions required under any and all relevant legislation and regulations currently in force or otherwise required at any time from any national, local or any other relevant authority or body or from any other person;
<b>Private Customer</b>	a private individual (which for the avoidance of doubt shall exclude any person contracting with the Customer in the course of business) contracting as such with the Customer for the provision of betting services generated from the Products and provided via a Computer Network Service;
<b>Purposes</b>	the purposes set out in the Content Delivery Agreement;
<b>Regulator</b>	as defined in paragraph 11.1(B);
<b>Rights Holder(s)</b>	any third parties who hold the rights in the content delivered via the Services;

<b>Services</b>	the services specified in the Content Delivery Agreement;
<b>Special Conditions</b>	the special conditions applicable to each Product specified in the Content Delivery Agreement;
<b>Start Date</b>	the start date of the provision of the Services specified in the Content Delivery Agreement;
<b>SLA</b>	the service level agreement (if any) set out in the Content Delivery Agreement;
<b>Term</b>	as defined in the Content Delivery Agreement;
<b>Third Party Content</b>	any Content which is not licensed to the Customer by SIS;
<b>Website</b>	an official public access website used by the Customer's end customers, including (a) the Customer's official public access English language website; and (b) any official public access foreign language website in each case owned or controlled by the Customer; and
<b>Year</b>	the period of twelve (12) months' from the date of the Agreement or the Start Date (whichever is earlier), and each consecutive period of twelve (12) months thereafter.

- 1.2 Except where expressly specified to the contrary elsewhere in the Agreement, reference to the parties includes their Group Companies, permitted assignees and/or their respective successors in title to substantially the whole of their respective undertakings.
- 1.3 Paragraph headings in the Agreement are for ease of reference only and shall not be taken into account in construing the Agreement.
- 1.4 Reference in the Agreement to paragraphs, Schedules and Annexes are references to those contained in the Agreement.
- 1.5 The Recitals, Schedules, Annexes and Addenda to the Agreement are an integral part of the Agreement and reference to the Agreement includes reference thereto.
- 1.6 Where appropriate, words denoting the singular shall include the plural, and vice versa.
- 1.7 References to the words "include" or "including" are to be construed without limitation to the generality of the preceding words.
- 1.8 References to any statute or statutory provision include a reference to that statute or statutory provision as amended, extended, re-enacted, consolidated or replaced from time to time and shall

include any order, regulation, instrument or other subordinate legislation made under statute or statutory provision.

- 1.9 Words and phrases used in the Agreement shall where appropriate have the meanings ascribed to them by the Copyright, Designs and Patents Act 1988.
- 1.10 References to the Products shall include references to any part of them.

## **2 Agreements**

- 2.1 The provision of the Services shall be subject to the parties having first entered in to an Agreement in respect of Services.
- 2.2 Subject to paragraphs 16 and 19 of these General Terms and Conditions, the terms of (i) the Content Delivery Agreement and (ii) these General Terms and Conditions shall together constitute the entire terms and conditions of the Agreement applicable to the provision of the Services by SIS to the Customer, to the exclusion of all other terms. For the avoidance of doubt, any other terms and conditions, including any terms of business of the Customer, are expressly excluded from the Agreement and shall not apply to any Services.
- 2.3 Each Agreement shall constitute a separate contract between SIS and the Customer. Unless expressly specified otherwise in an Agreement, termination of one Agreement shall have no effect on any other Agreement.
- 2.4 Unless expressly agreed otherwise in writing between the parties, in the event of any conflict or inconsistency between the terms of any Content Delivery Agreement and these General Terms and Conditions, the terms of the Content Delivery Agreement shall prevail.

## **3. Provision of the Services**

- 3.1 With effect from the Start Date, SIS shall provide the Customer with the Services on the terms and subject to the conditions of the Agreement.
- 3.2 SIS shall ensure that with effect from the Start Date and throughout the Term SIS has obtained and will maintain all licences and permissions SIS requires to enable it to provide the Services and to comply with its obligations under the Agreement.
- 3.3 The Customer agrees that:
  - (A) if the Customer makes any use of the Services which is not an authorised Purpose, SIS shall be entitled to suspend or terminate the provision of the Services or the Agreement in accordance with paragraph 9.2 (A) (ii) of these General Terms and Conditions; and
  - (B) the Customer shall not use the Services in connection with betting transactions which are illegal or for which the Customer does not hold the requisite regulatory licence.
- 3.4 Each of the parties acknowledges and agree to the other that they both have a common interest in uncovering and preventing sport event-fixing and betting related corruption. As such, on

request, each of the parties agrees to provide the other with reasonable assistance in investigating and preventing actual, threatened or suspected instances of sport event-fixing and betting related corruption.

3.5 Where the Services comprise web streaming services:

- (A) SIS reserves the right to deliver the Content via SIS's Video Delivery Network (VDN) system or via an external Content Delivery Network (CDN) provider; and
- (B) the Customer acknowledges that an end user device may either opt to use the player licensed by SIS or a third party player to display the Content. SIS accepts no responsibility or liability for the performance of any third party player used to display the Content. If an end user device opts to use the player licensed by SIS then the provision of the player shall be governed by the terms of the relevant third party who has licensed the player to SIS. Such terms are available on written request.

3.6 The Customer further agrees that the Customer shall be liable to SIS for the actions or omissions of the Customer's Group Companies, as if they were the Customer's own actions or omissions.

#### **4. Integration Work**

4.1 The Customer acknowledges that, in order to receive the Services, the Customer may be required to complete certain integration work (hereinafter the "Integration Work"). The Customer shall be responsible, at the Customer's own cost, for completing the Integration Work and the Customer agrees to perform such Integration Work in accordance with any specifications and/or instructions issued to the Customer by SIS from time to time.

4.2 The Customer further acknowledges that the Customer shall be required to maintain the product of the Integration Work (hereinafter the "Integration") and the integration between the Customer's system(s) and any system specified by SIS for the duration of the Term. SIS shall notify the Customer of any changes that result in a requirement for additional Integration Work and/or amendments to the Integration to be made during the Term and the Customer agrees to implement such additional Integration Work and/or amendments, at the Customer's own cost, during the Term. The Customer shall ensure that the Integration and all of the Customer's systems with which the Content and/or Services will be used or will interact are properly maintained and kept in full working order throughout the Term.

4.3 Without prejudice to any other terms of the Agreement, SIS shall not be required to provide the Customer with the Services under this Agreement unless and until all Integration Work (including any additional Integration Work and/or amendments to the Integration that is required during the Term) has been completed to the reasonable satisfaction of SIS and during any period when the product of the Integration Work or any of the Customer's systems with which the Services will be used or will interact are not properly maintained and/or not properly functioning in accordance with SIS's requirements.

#### **5. The Fees**

- 5.1 The Customer must pay SIS the Fees by standing order or direct debit (unless otherwise agreed) by equal monthly instalments in advance. The first instalment will be due on or before the Start Date and will include all sums due in respect of the period from the Start Date to the end of that calendar month. Subsequent instalments will be due on or before the first day of each month. Any amounts comprised within the Fees expressed to be payable per annum shall be reduced proportionately in respect of any period of less than twelve months in which the Fees become payable.
- 5.2 Subject to paragraph 5.3 below, SIS may from time to time vary the Fees on giving the Customer not less than three months' prior written notice. Any such variation will take effect upon the date specified in the relevant notice. In respect of periods beginning on or after such date the Customer must pay the Fees as varied by SIS.
- 5.3 During any initial fixed term period of the Agreement, SIS shall not unilaterally increase the Fees by an amount exceeding the rate of inflation. If, following the initial fixed term, SIS increases the Fees by an amount exceeding the rate of inflation, the Customer may terminate the Agreement with effect from the date on which the increase in the Fees would otherwise take effect by giving SIS written notice at any time before that date. The rate of inflation will be calculated by reference to the all items index of retail prices maintained by the United Kingdom Government published 12 (twelve) months prior to the date of the notice of the Fees increase and the index figure published immediately prior to the date of SIS's notice varying the Fees.
- 5.4 Notwithstanding paragraph 5.3, if the Fees are in a currency other than pounds sterling SIS may increase the Fees on notice at any time during the Term by any amount to reflect changes in the daily spot rate between the currency and the pound sterling, as published by the Bank of England (or any successor) from time to time. If SIS does increase the Fees in accordance with this paragraph 5.4 then paragraph 5.3 shall not apply. Any such increase shall take effect on the day specified in the relevant notice.
- 5.5 The Customer must make prompt and correct payment of all amounts that the Customer owes to SIS (and time will be of the essence in this respect). SIS may charge the Customer interest at a rate of 4% (four per cent) per annum above the Bank of England Base Lending Rate ruling from time to time compounded monthly on all late and overdue payments until payment is received by SIS. If any amount payable by the Customer to SIS has not been paid in full by the due date then if, and only if, SIS terminates the Agreement under paragraph 9.2 (A) (i) of these General Terms and Conditions (termination for non-payment) all amounts owing (whether due or not) by the Customer to SIS, will become immediately due and payable, together with all costs and expenses, including legal and other debt collection expenses, incurred by SIS in recovering and attempting to recover all such amounts.
- 5.6 All amounts payable by the Customer under the Agreement are exclusive of Value Added Tax, which will be charged at the appropriate rate if applicable.

## **6. The Customer's Representations, Warranties and Undertakings**

- 6.1 The Customer represents, warrants and undertakes that:

- (A) the Customer possesses full power and authority to enter into and perform the Agreement;
- (B) it has the right to deliver the Third Party Content and the Customer will, throughout the Term, be responsible for obtaining all Licences or entering into all necessary arrangements with any and all applicable third party content providers (including, if and to the extent appropriate, from any other person nominated by such third party content provider) which may be required in order for the Customer to supply the Third Party Content to SIS and for SIS to lawfully and properly receive the Third Party Content from the Customer and deliver the Third Party Content via the Services;
- (C) the Third Party Content is not obscene or defamatory in nature;
- (D) the Third Party Content will not breach any third party rights;
- (E) the Third Party Content will not cause any breach of the rules of OFCOM and/or any other regulatory body in any applicable jurisdiction;
- (F) the Third Party Content will not expose SIS to any civil or criminal proceedings or liability; and
- (G) the Customer will keep SIS fully indemnified from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with the Third Party Content (including the content of any of the Third Party Content) and any breach by the Customer (in whole or in part) of the representations, warranties and undertakings set out in this paragraph 6.1 and/or any use by the Customer (and/or by any person, firm or corporation authorised or permitted by the Customer) of the Services in a manner not authorised under the Agreement.

## **7. Limitation of Liability**

- 7.1 The Customer acknowledges that, where the Product Schedule contains an SLA, the scope of SIS's obligations in respect of any services that are the subject of the SLA shall be solely limited to those set out in the SLA.
- 7.2 SIS shall not be taken as having given a warranty, guarantee or recommendation as to the suitability of the Services for any specific purpose. The Customer must satisfy itself as to whether the Services are suitable for their purpose(s) and SIS gives no warranty nor makes any representations to this effect.
- 7.3 The Customer acknowledges that:
  - (A) it is not technically practicable for SIS to provide the Services free from fault or interruption and SIS does not warrant that the Services will be uninterrupted or error free;
  - (B) the Services will involve the use of the internet and other telecommunications and computer networks and the Services may be subject to limitations, delays and other problems inherent in the use of a communication facility; and

- (C) SIS has no obligation, duty or liability howsoever arising beyond that of a duty to exercise reasonable care and skill.
- 7.4 Nothing in the Agreement shall exclude either party's liability for death or personal injury caused by that party's negligence or any other liability that cannot be excluded or prohibited by law.
- 7.5 Subject to paragraph 7.4, in no circumstances shall either party be liable to the other party for:
  - (A) any loss of or damage to profit, revenue, anticipated savings, data, use, contract, goodwill, opportunities or business (whether direct or indirect); or
  - (B) any indirect or consequential loss of any nature whatsoever.
- 7.6 Without prejudice to the other limitations on liability in the Agreement, but subject to paragraphs 7.4 and 7.5 of these General Terms and Conditions, in any event, and notwithstanding anything contained in the Agreement, each of the party's liability to the other party for any claims arising out of or in connection with the Agreement and/or the Services covered by the Agreement, howsoever arising, shall be limited (other than in relation to claims arising under paragraphs 6.1(G) (Indemnity) or 12 (Confidentiality) which shall be unlimited) as follows:
  - (A) for any one incident or series of related incidents in a Year, to the amount of the then current Fees payable by the Customer under the Agreement in that Year; and
  - (B) for all incidents, whether related or unrelated, in a Year, to an aggregate amount of twice the amount of the then current Fees payable by the Customer under the Agreement in that Year.
- 7.7 The term "howsoever arising" when used or referred to in this paragraph 7 shall cover all causes and actions giving rise to the liability of each party arising out of or in connection with the Agreement and/or the Services covered by the Agreement (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Agreement) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; (iii) whether caused by any total or partial failure or delay in supply of the Services or by any defect in hardware, software or materials; and (iv) whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.
- 7.8 All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, which are not expressly set out in the Agreement are excluded except to the extent such exclusion is prohibited or limited by law.
- 7.9 Each provision of this paragraph 7 is to be construed as a separate limitation applying and surviving even if for any reason one of the provisions is held inapplicable or unreasonable in any circumstances and will remain in force notwithstanding termination or expiry of the Agreement.
- 7.10 If any exclusion or limitation of liability contained in the Agreement shall be held by a court of competent jurisdiction to be invalid for any reason and SIS would but for this paragraph 7.10 as a result become liable without limit for any loss or damage which it would otherwise have been lawful to exclude or limit, such liability shall be limited to the amount of the annual Fees payable under the Agreement by the Customer.



- 7.11 The Customer accepts that the allocation of liabilities and risk between the parties as effected by the Agreement and in particular by this paragraph 7 takes into account such matters as the nature of the Products and the Purposes, the currency of the Services, the price and the possible availability and cost to each party of putting in place such preventative, protective, curative, insurance and other measures as would be sufficient to minimise the impact and amount of any loss suffered should such risk materialise, and that accordingly such allocation of liabilities and risk is reasonable as between the parties in all the circumstances prevailing at the time of the Agreement.

## **8 Relief**

Both parties acknowledge that a party would or may suffer irreparable harm if the other party failed to comply with any of its obligations set out in the Agreement, and that monetary damages would not normally be adequate to compensate for such a breach. Accordingly, both parties agree that each party will, in addition to any other remedies available to it generally, be entitled to injunctive relief and specific performance to enforce the terms of the Agreement.

## **9. Term and Termination**

- 9.1 Subject to the other paragraphs of the Agreement, including paragraphs 9.2, 9.3 and 16 of these General Terms and Conditions, the Agreement shall be legally binding from its date. The Customer's receipt of the Services shall start on the Start Date and (subject to earlier termination in accordance with the terms of the Agreement) shall continue in force for the Term.
- 9.2 SIS will be entitled, in addition to any other rights it may have, to suspend (until such time as the situation is remedied) the provision of any or all of the Services and/or terminate the Agreement (in whole or in part and in SIS's absolute discretion) immediately on written notice to the Customer if:
- (A) the Customer commits a material breach of the Agreement which is not capable of remedy or, if the breach is capable of remedy, the Customer fails to remedy it within:
    - (i) 5 (five) days of written notice specifying the breach and requiring its remedy in the case of the Customer's failure to pay any part of the Fees when due; or
    - (ii) 14 (fourteen) days of written notice specifying the breach and requiring its remedy in the case of any other breach; or
  - (B) the Customer commits a material breach of any other agreement between the parties which would entitle SIS to terminate that agreement;
  - (C) the Customer stops, or SIS reasonably considers that the Customer may stop, carrying on business; or
  - (D) the Customer makes any arrangement for the benefit of creditors or make any composition with creditors; or

- (E) a receiver or receiver and manager is appointed over any or all of the Customer's assets; or
  - (F) if any action or proceeding under bankruptcy or insolvency law is taken against the Customer and is not dismissed or discharged within 28 (twenty-eight) days of the commencement of such action or proceeding (time being of the essence); or
  - (G) if the Customer effects a voluntary or compulsory liquidation of assets (other than for the purposes of a solvent reconstruction or solvent amalgamation); or
  - (H) the Customer is an entity in the form of a corporation, association or partnership, or a company limited by shares or guarantee or any other such equivalent body, and any transfer or disposal of or change in a substantial portion of the shares or assets or any controlling interest of such entity or body occurs.
- 9.3 SIS will be entitled in addition to any other rights SIS may have to vary or terminate any or all of the Services and/or the Agreement (in whole or in part) immediately on written notice to the Customer if any of the rights SIS has acquired from third parties to provide the Services (or any substantial part of it) are not renewed, extended or substituted.
- 9.4 The Customer will be entitled terminate the Agreement immediately on written notice to SIS if:
- (A) SIS commits a material breach of the Agreement which is not capable of remedy or, if the breach is capable of remedy, SIS fails to remedy it within 14 (fourteen) days of written notice specifying the breach and requiring its remedy;
  - (B) SIS stops carrying on business; or
  - (C) SIS makes any arrangement for the benefit of creditors or makes any composition with creditors; or
  - (D) a receiver or receiver and manager is appointed over any or all of SIS's assets; or
  - (E) if any action or proceeding under bankruptcy or insolvency law is taken against SIS and is not dismissed or discharged within 28 (twenty-eight) days of the commencement of such action or proceeding (time being of the essence); or
  - (F) if SIS effects a voluntary or compulsory liquidation of assets (other than for the purposes of a solvent reconstruction or solvent amalgamation).
- 9.5 In addition, the Customer may terminate the Agreement on notice to SIS if, in the Customer's reasonable opinion,
- (A) SIS has acted in a manner inconsistent with the Customer's licensing objectives as set by the Gambling Commission and SIS has not remedied its conduct to the Customer's reasonable satisfaction within 30 (thirty) days of a notice in writing specifying the conduct in question and the remedy required; or

- (B) the continuation of the Agreement will have a detrimental impact on the Customer's ability to be qualified for, or to hold or maintain, any licence, permit or approval granted, or to be granted, by the Gambling Commission to the Customer, subject to the following conditions:
- (i) the Customer shall notify SIS of any aspect of the Agreement to which the Customer reasonably consider paragraph 9.5(B) applies;
  - (ii) the parties shall, as soon as reasonably practicable after service of a notice under paragraph 8.5(B)(i), commence negotiations in good faith and acting reasonably to agree any amendments to the Agreement sufficient to rectify or address any defect or deficiency to which paragraph 9.5(B) applies; and
  - (iii) if the parties fail to agree amendments in accordance with paragraph 9.5(B)(ii) within 90 (ninety) days of commencing negotiations, the Customer shall be entitled to serve written notice on SIS terminating the Agreement with immediate effect.
- 9.6 If SIS terminates any or all of the Services or the Agreement under paragraph 9.2 the Customer will pay to SIS a sum equal to the Fees payable by the Customer in respect of the terminated Services or the terminated Agreement due from the date of termination ("**the Termination Date**") for the remainder of the Term. The Customer will pay such sum as liquidated and ascertained damages (and not as a penalty) and the Customer must pay it on the Termination Date.
- 9.7 Upon termination of any or all of the Services or the Agreement (in whole or in part) any amounts the Customer owes to SIS under the terminated Services or the terminated Agreement will become immediately due and payable. Any termination or expiry of the Services and/or the Agreement (whether in whole or in part) does not affect any rights or liabilities of either party which have accrued prior to the termination or expiry and will not affect any of the terms of the Agreement which are expressly or by implication intended to come into force on or to continue in force after such termination.
- 9.8 All amounts payable to SIS under paragraphs 9.6 and 9.7 shall take into account SIS's own payment obligations to any third parties with which SIS has entered into contracts in order to supply the Services.

## **10. Force Majeure**

- 10.1 Neither party will be liable to the other party or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of their obligations (except for any payment obligations) under the Agreement, if the delay or failure is due to any cause beyond that party's reasonable control. Without limitation, the following will be regarded as causes beyond a party's reasonable control:
- (A) act of God, explosion, flood, tempest, fire, fog, sun outage, inclement weather and other meteorological conditions, perils of the sea or rivers or accident;

- (B) war or threat of war, sabotage, malicious damage, insurrection, civil disturbance or requisition;
  - (C) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government or other authority;
  - (D) strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or those of a third party);
  - (E) difficulties or delays in obtaining raw materials, labour, fuel, machinery or supplies or transport delays;
  - (F) satellite or transponder pre-emption satellite or satellite transmission failure, or degradation or failure or degradation of terrestrial facilities for the uplink to such satellite, power failure or breakdown in machinery or other contingencies preventing or delaying service provision; or
  - (G) acts of third parties (including any telecommunications operator appointed by SIS from time to time to carry out certain services relating to the Agreement and our agents and subcontractors).
- 10.2 Where any of the events described in paragraph 10.1 continues for 3 (three) months or more then the party not suffering any of the above events may (while such event(s) continue) terminate the Agreement by written notice to the other party.

## **11 Audit and Regulatory Compliance**

- 11.1 The Customer agrees to the following record keeping requirements and audit and inspection rights:
- (A) The Customer shall, both during the term of the Agreement, and for any period that is required by law or, if longer, the period of 2 (two) years from the date of termination or expiry of the Agreement (whosoever caused), maintain and retain in recoverable form records and documents of all material matters concerning the performance of the Customer's obligations under the Agreement.
  - (B) The Customer agrees that SIS (or, where relevant, a Regulator and/ or Rights Holder) may appoint a suitably qualified independent third party as auditor ("Auditor") and, provided that in relation to such appointment the Auditor enters into a confidentiality agreement in respect of any Confidential Information accessed by the Auditor, the Customer will allow the Auditor at all reasonable times to audit the Customer's records and the Customer's compliance with the terms of the Agreement generally. SIS will give the Customer a minimum of 24 (twenty four) hours' notice except where the requirements of a regulatory or governmental body having jurisdiction to inspect the affairs of a company (a "Regulator") or a Rights Holder requires access on no or shorter notice or SIS has a reasonable belief that the Customer is in breach of the terms of the Agreement. The Customer will co-operate with the Auditor and provide all such assistance reasonably requested by SIS and the Auditor during the course of such audits

and inspections and shall allow the Auditor to take copies of relevant records, without charge. Following an audit or inspection the Customer will implement any additional measures requested in writing by the Auditor. The Customer shall have the right to be present at such audit, without obstructing the proper conduct of the same.

- (C) Without prejudice to paragraph 11.1 (B) of these General Terms and Conditions, the Auditor may enter any premises owned or controlled by the Customer on reasonable notice during normal business hours in order to check that the Customer is complying with the terms of the Agreement and is not using the Services for any purpose other than the Purpose(s). SIS will give the Customer a minimum of 24 (twenty four) hours' notice except where the requirements of a Regulator or a Rights Holder require access on no or shorter notice or SIS has a reasonable belief that the Customer is in breach of any of the terms of the Agreement. The Auditor will be provided with access to all relevant information, documents, plans, specifications and other things relating to the performance of the Customer's obligations under the Agreement and to enable the Auditor to audit fully the Customer's compliance with the terms of the Agreement.
- (D) The Customer will notify SIS as soon as the Customer becomes aware of any development that may have a material adverse impact on the Customer's ability to meet the Customer's obligations under the Agreement.
- (E) Each party shall bear their own costs of any of the audits or inspections set out in this paragraph 11.1, except where SIS finds that the Customer is in breach of any term of the Agreement, in which case the Customer shall bear all reasonable and properly incurred costs of the audit.

11.2 Each party agrees to:

- (A) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption (the "Relevant Requirements");
- (B) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 (or any successor or replacement legislation) if such activity, practice or conduct had been carried out in the UK;
- (C) have and maintain in place throughout the duration of the Agreement its own policies and procedures to ensure compliance with the Relevant Requirements, and to enforce them where appropriate;
- (D) promptly report to the other party any undue financial or other advantage of any kind that is offered to (or made, received or requested by) us in connection with the performance of the Agreement, or if any employee, agent or other person who is associated with the Agreement is investigated by a law enforcement agency in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws; and
- (E) ensure that all persons associated with the Agreement comply with this paragraph 11.2.

## **12 Confidentiality**

Each Party undertakes to the other Party that it shall not and shall procure that its Group Companies, directors, officers and employees shall not at any time save with the prior consent in writing of the other Party divulge or communicate to any person other than to its directors, officers, employees or professional advisers whose business it is to know the same any Confidential Information of the other Party or its Group Companies save to the extent to which such information shall (other than through any unauthorised disclosure by the Party concerned or any associate, director, officer or employee) come within the public domain other than through breach of the Agreement or is required to be disclosed by any governmental or other authority of competent jurisdiction.

## **13 Assignment**

The Agreement is personal to the Customer and the Customer may not assign, sub-license, transfer, sub-contract, charge, make over or dispose of the Agreement or any of the Customer's rights or obligations under it (in whole or in part) to any person, firm or corporation without SIS's prior written consent. Notwithstanding the foregoing, the Customer may, on prior written notice to SIS, assign the Customer's rights and obligations under the Agreement to a Group Company. If the Customer assigns or attempts to assign in breach of this paragraph 13, SIS will have the right to terminate the Agreement immediately on giving notice to the Customer. No assignment or transfer will relieve the Customer of any of the Customer's obligations under the Agreement.

## **14 Non-Waiver**

If either party does not comply with any of its obligations under the Agreement, the other party may seek remedies against the non-compliant party at any time. Any failure or delay by a party to enforce a breach of the Agreement against the non-compliant party will not prevent the other party from seeking remedies in respect of the breach in question, or in respect of any other breach that the non-compliant party may have committed at any other time during the term of the Agreement.

## **15 Severability**

If any part of the Agreement is unenforceable (including any provision which excludes or limits SIS's liability to the Customer), the enforceability of any other part of the Agreement will not be affected.

## **16 Entire Agreement and Amendments**

- 16.1 Except in respect of fraudulent misrepresentation and as expressly set out otherwise in the Agreement, the Agreement sets out the whole of the Agreement between the parties and supersedes any previous Agreement between the parties, as well as all discussions, correspondence and understandings in relation to the matters dealt with in the Agreement.
- 16.2 Subject to the other paragraphs of the Agreement (including paragraphs 16.1 and 16.4), the Customer agrees that SIS may amend or supplement any term of the Agreement (for example, in order to reflect any requirements imposed on SIS by its licensors or suppliers, changes to SIS's business methods and/ or changes in law).

- 16.3 Without prejudice to paragraph 16.2, any amendments or modifications to these General Terms and Conditions shall be made by way of an update to the General Terms and Conditions displayed on SIS's website.
- 16.4 Notwithstanding paragraph 16.2, SIS agrees that:
- (A) (except where expressly permitted otherwise in the Agreement), no amendment or modification relating to the Fees payable by the Customer under the Agreement or the duration of the Agreement will be valid or binding upon either of the parties unless made via an Addendum; and
  - (B) in cases where (in SIS's reasonable opinion) an amendment or modification to the Agreement represents a material change to the terms of the Agreement, SIS will provide the Customer with prior written notice of the material change (such material change to take effect upon the date specified in the relevant notice).
- 16.5 The Customer agrees that the provision of the Services may be subject to any arrangements (including restrictions) that SIS has with Rights Holders and that, accordingly the Customer will comply with any additional terms, conditions and restrictions imposed by the Rights Holders which SIS notifies to the Customer in writing from time to time and the Customer agrees that SIS may suspend or discontinue the provision of any or all of the Services to the Customer in the event of the Customer's failure to comply with such terms, conditions and/or restrictions.

## **17 Notices**

- 17.1 Any notice required to be served under the Agreement shall be in writing and shall be deemed duly given:
- (A) if delivered by hand, at the time of delivery;
  - (B) subject to paragraph 17.2, if sent by first class post, on the second Business Day after posting, in each case provided that if deemed receipt occurs before 9.00am on a Business Day the notice shall be deemed to have been received at 9.00am on that day, and if deemed receipt occurs after 5.00pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00am on the next Business Day; and
  - (C) subject to paragraph 17.2, if delivered by email, in the Customer's case to the email address provided by the Customer in writing from time to time, and in the case of SIS to [legal@sis.tv](mailto:legal@sis.tv) (or such other email address notified by SIS to the Customer from time to time) once transmitted to the recipient email address without a delivery failure notification
- 17.2 In the case of paragraphs 17.1 (B) and (C), if deemed receipt occurs before 9.00am on a Business Day the notice shall be deemed to have been received at 9.00am on that day, and if deemed receipt occurs after 5.00pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00am on the next

Business Day.

**18 Remedies Not Exclusive**

No remedy conferred by any provisions of the Agreement is intended to be exclusive of any other remedy, irrespective of whether that remedy is given under the Agreement or is generally available at the relevant time.

**19 Variation**

Save as expressly provided in the Agreement (including in paragraph 16 above) no variation of the Agreement shall be effective unless it is made via an Addendum. For the purposes of this paragraph, the expression "variation" includes any supplement, deletion or replacement however effected.

**20 Counterparts**

The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of the Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

**21 Law and Jurisdiction**

The Agreement will be governed by and interpreted in accordance with the laws of England and Wales and the English courts will have exclusive jurisdiction to resolve any dispute between us arising under the Agreement.