

Sports Information Services Limited

Purchase Terms

1. Definitions

“Contract” means these Purchase Terms, and the Purchase Documentation;

“Contract Termination” means termination or expiry of this Contract, or the termination of part of any Services or any change or reduction in any Services for whatever reason;

“Deliverables” means the Goods, Facilities and/or Services specified in the Purchase Documentation to be supplied under or used in the performance of the Contract;

“Dry Hire” means the hire or loan of Goods or Facilities where no staff or operators are provided by the Supplier;

“Employee Claims” means claims relating to breach of a contract of employment, redundancy, unfair dismissal, the application or alleged application of the Regulations, including in any circumstances where there has been or alleged to be a substantial change in working conditions to a person’s material detriment, discrimination by reason of sex, sexual orientation, age, religion or belief, race or disability, or other unlawful discrimination, equal pay, outstanding wages or other remuneration, PAYE, National Insurance contributions or pension contributions;

“Facilities” means any facilities to be provided by the Supplier pursuant to the Contract;

“Fees” means the fees payable by SIS to the Supplier as specified in the Purchase Documentation;

“Goods” means any item(s), including without limitation software and digital codes, to be manufactured and/or provided by the Supplier pursuant to the Contract or, in the case of Services, the physical or other product(s) of the Services;

“IPR” means copyright, patent, trade mark, design right, topography right, database right, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them;

“Purchase Documentation” means the SIS purchase order, Supplier onboarding form, signature sheet and/or any other written specification detailing the SIS contracting entity, the Supplier, the Deliverables, the Fees, and where appropriate the Term and any other Special Conditions;

“Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

“Regulator” means a regulatory authority or other governmental body;

“Replacement Legislation” means any legislation brought into force in the United Kingdom (UK) which is intended to repeal and replace existing legislation following the UK exit from the European Union;

“Safety Requirements” means health, safety, fire and environmental requirements (whether legislative or otherwise), codes of practice, guidance and policy;

“Services” means any services to be provided by the Supplier pursuant to the Contract (which will include where appropriate any equipment and/or materials provided by the Supplier in the performance of the Services);

“**SIS**” means Sports Information Services Limited (company number 04243307) of Whitehall Avenue, Kingston, Milton Keynes, MK10 0AX or such other SIS Group Company specified in the Purchase Documentation;

“**SIS Group Company**” means any subsidiary company of SIS, any holding company of SIS and any wholly owned subsidiary company of such holding company (as defined in s. 1159 of the Companies Act 2006);

“**Special Conditions**” means any amendments or additional conditions specified in the Purchase Documentation which shall take precedence over these Purchase Terms;

“**Successor Contractor**” means any third party service provider appointed by SIS to provide any Services or services similar to any Services in place of the Supplier on or after Contract Termination of this Contract;

“**Supplier**” shall be the organisation or individual identified in the Purchase Documentation, responsible for providing the Deliverables under the Contract and the Supplier shall where relevant be deemed to include all of its officers, employees, subcontractors and/or agents engaged in any way in the performance of the Contract;

“**Supplier’s Personnel**” means all employees, staff, other workers, agents and employees of the Supplier and any of the Supplier’s subcontractors or agents who are engaged in the provision of any Services from time to time;

“**Term**” means, subject to Clause 14, the term specified in the Purchase Documentation;

“**Wet Hire**” means the hire or loan of Goods or Facilities where the Supplier also provides (directly or indirectly) staff (including independent contractors) and/or operators and for the avoidance of doubt shall include the provision of the Goods and/or Facilities to perform Services.

2. Existence of Contract

- 2.1. The Contract shall prevail absolutely over any other terms and conditions which the Supplier may purport to apply. If any Deliverables have already been supplied or performed by either party, then such Deliverables shall for all purposes be deemed to have been performed subject to the provisions of the Contract. The provision of the Deliverables shall be deemed conclusive evidence of the Supplier's full acceptance of the terms of the Contract.
- 2.2. The Supplier undertakes to deliver the Deliverables in accordance with the Contract. Timely provision is of the essence of the Contract and the Supplier shall notify SIS immediately if it becomes aware of any possible delay in such provision.

3. Publicity

The Supplier shall not, without the prior consent of SIS, make any reference to SIS in any social media, advertising, promotional or published material, nor speak in public about SIS or its affairs.

4. Fees and Payment

- 4.1. In consideration of the Deliverables provided under the Contract SIS shall pay to the Supplier the Fees exclusive of VAT (which if applicable shall be applied at the appropriate rate) subject to and in accordance with Clauses 4.2, 4.3 and 4.4 below.
- 4.2. The Supplier shall submit a valid VAT invoice for the whole or any part of the Fees, as previously agreed with SIS, to the address specified in the Purchase Documentation quoting the relevant Purchase Documentation number. SIS shall pay such sums for delivered Services quoted on the Purchase Documentation number agreed as payable within 30 days of receiving a valid and accurate invoice in accordance with this Clause 4.

- 4.3. SIS reserves the right to withhold payment for Deliverables which have not been provided in accordance with the Contract and shall notify the Supplier accordingly giving reasons for such withholding. SIS shall only be entitled to withhold amounts notified to Supplier as being in dispute. SIS reserves the right to set-off any sum of money due from the Supplier to SIS under this or any other contract against any sum due to the Supplier under this or any other contract. Exercise by SIS of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under the Contract or otherwise, at law or in equity.
- 4.4. Other than as expressly agreed in the Contract, SIS shall not be obliged to pay the Supplier for any time, materials, charges or expenses whatsoever in addition to the Fees. If SIS expressly agrees to reimburse the Supplier for any expenses, it will be a condition precedent for such reimbursement that:
- (i) such expenses have been reasonably, properly and necessarily incurred by the Supplier in the performance of the Contract;
 - (ii) such expenses do not exceed those which a SIS employee of comparable qualifications and position would have been entitled to incur under applicable SIS staff expense policy guidelines and
 - (iii) the Supplier has supplied SIS with fully vouched supporting evidence of such expenses.
- 4.5. Where the Supplier is VAT registered, the Supplier shall claim any agreed expenses payable under Clause 4.4 above from SIS ex VAT and shall recover the VAT in the normal course of its business. Supplier shall specify only the net amount of such expenditure in the invoice to SIS prior to adding VAT thereto at the appropriate rate.
- 4.6. The Supplier shall comply with all relevant SIS budgetary limits which SIS has provided to the Supplier from time to time if reimbursement of expenses is agreed under Clause 4.4. If the Supplier exceeds such limits without the prior written approval of SIS, SIS will not reimburse the Supplier for any sums over such limits.
5. Security/Access/Inspection
- 5.1. If SIS agrees that the Supplier's personnel shall work on SIS premises to fulfil its obligations under the Contract, then SIS shall at its discretion provide to the Supplier's personnel such access to SIS premises and such general SIS facilities (for example, catering and sanitary) at SIS premises as may reasonably be required. SIS reserves the right to refuse admission to or remove from SIS premises any person whom SIS deems unacceptable for whatsoever reason other than solely to frustrate the Contract.
- 5.2. The Supplier shall obtain from SIS identity cards or entry permits and shall display these whilst on SIS premises. The Supplier shall return these cards/permits to SIS upon termination or expiry of the Contract.
- 5.3. SIS may request and shall be supplied with identification of the Supplier's personnel and may conduct random security checks including checking the Supplier's possessions and vehicle(s) whilst on SIS premises.
- 5.4. The Supplier shall at the request of SIS, grant SIS such access to the Supplier's premises or such other premises as SIS may reasonably require for inspection of any Goods, Facilities and/or SIS equipment/materials provided under the Contract or for any other reason connected with the performance of the Contract.
6. Health/Safety/Fire and Environmental Requirements
- 6.1. The Supplier shall comply with all current relevant Safety Requirements including but not limited to those issued by the Health & Safety Commission and Executive, and those SIS Safety Requirements notified in writing to the Supplier.
- 6.2. Without prejudice to its obligations under Clause 6.1 above the Supplier shall:
- 6.2.1. upon the request at any time of SIS, submit to and fully co-operate with any safety vetting process required by SIS and provide a written statement of the Supplier's own Safety Requirements;

- 6.2.2. assess reasonably foreseeable risks to health and safety (including fire) that may affect SIS or any third party arising out of or in any way connected with the performance of the Contract, provide a copy of such assessment to SIS upon reasonable request, promptly take all reasonable steps to eliminate or adequately control such risks and notify and co-operate with SIS as required; and
- 6.2.3. consult with SIS, comply with the procedures to be followed and take all reasonable steps in the event of serious and imminent danger to any person(s) arising out of or in any way connected with the performance of the Contract.
- 6.3. SIS shall notify the Supplier of risks to health and safety which are reasonably foreseeable to SIS and which may affect the Supplier or SIS arising out of or in any way connected with the activities of SIS in connection with the Contract, and the Supplier shall use its best endeavours to avoid and/or mitigate such risks.
- 7. Wet and Dry Hire of Goods or Facilities
 - 7.1. This Clause 7 sets out SIS entire liability with respect to loss of or damage to Goods and/or Facilities hired or loaned to SIS by the Supplier.
 - 7.2. Where the Contract consists of Dry Hire of Goods or Facilities:
 - 7.2.1. the Supplier shall arrange and maintain adequate insurance in relation to the loss of or damage to of any Goods or Facilities hired or loaned to SIS; and
 - 7.2.2. Subject to Clause 7.4 below, SIS shall be responsible to the Supplier for the prompt repair or replacement (at SIS's option) of Goods or Facilities lost or damaged whilst in the charge and control of SIS, provided that the Supplier notifies SIS promptly upon discovery thereof and other than to the extent that the loss or damage is caused by the Supplier's breach of any of the provisions of the Contract or any other of its acts or omissions.
 - 7.3. Where the Contract consists of Wet Hire the Supplier shall be responsible for the care, control, security, insurance and maintenance of the Goods and Facilities, including for any loss of or damage to the Goods or Facilities, other than to the extent that the loss or damage is caused by the negligence or wilful default of SIS where, subject to Clause 7.4 below, SIS shall be responsible for prompt repair or replacement provided that the Supplier notifies SIS promptly upon discovery of any such loss or damage.
 - 7.4. In any event, and notwithstanding any other provision of the Contract, SIS's entire liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason of or in connection with this Clause 7 shall be limited to:-
 - 7.4.1. repair and/or replacement under sub-Clauses 7.2 and 7.3 above subject to a maximum liability of 25% of the value of the relevant Goods or Facilities or £250,000, whichever is the higher; and
 - 7.4.2. where applicable, payment of that proportion of the Fees attributable to the period during which the Goods and/or Facilities are being repaired or replaced provided that such period shall not extend beyond the Term and where applicable the Supplier uses all reasonable efforts to ensure that the repair or replacement is achieved in the minimum possible time.
 - 7.5. Unless expressly provided otherwise in the Purchase Documentation, SIS shall not be liable for any consequential or indirect loss, loss of profits revenues and/or business, anticipated savings, in each case whether or not direct or indirect, incurred by the Supplier as a result of the loss of or damage to the Goods and Facilities (by whatever means) during the course of their being hired or loaned to SIS, and the Supplier is advised to arrange and maintain insurance in respect of such loss.
- 8. Delivery of Goods
 - 8.1. The Supplier shall ensure that any Goods are kept in a suitable and secure manner at the Supplier's own risk and expense until the whole or any part thereof are either delivered to SIS at the Supplier's own risk and expense or collected by SIS at SIS's own risk and expense from the point of collection in accordance with the delivery instructions specified in the Purchase Documentation. The Supplier shall ensure that the

Goods are packed in such a manner as to reach SIS in good condition, clearly labelled in accordance with the delivery instructions and accompanied by delivery notes specifying the quantity and type thereof and the relevant Purchase Documentation number.

- 8.2. Subject to Clause 8.1, where the Contract consists directly or indirectly of the sale of Goods, ownership thereof shall vest in SIS absolutely at such time as SIS either takes physical possession or makes payment (whether in full or in part) for the Goods, whichever is earlier.
- 8.3. Where any Goods are found by SIS at any time not to conform with the Contract, SIS may accept or reject the whole or any part thereof and if rejected, without prejudice to any other remedy available to SIS, may return the Goods to the Supplier at the Supplier's own risk and expense and promptly recover any sums paid for the rejected part.
9. Equipment/Materials
 - 9.1. The Supplier shall be responsible for the care, control, security and maintenance of any equipment and/or materials used by or provided by the Supplier to perform the Contract. SIS may, in its absolute discretion, provide a storage area for any such equipment and/or materials. The Supplier shall ensure that any such storage area is fit for the intended purpose. Any such storage area shall be used solely at the Supplier's own risk and expense and SIS accepts no liability for any materials or equipment so stored. SIS reserves the right to reclaim the storage area upon notice or without notice if the Supplier's use of the storage area is or may cause loss or damage to SIS or any third party.
 - 9.2. The Supplier shall not use any SIS equipment and/or materials without the prior written consent of SIS and shall where relevant be responsible for the care, control, security and maintenance of such equipment and/or materials which it uses.
10. Liability/Insurance/Indemnity
 - 10.1. Nothing in the Contract excludes either party's liability for death or personal injury caused by that party's negligence or wilful default.
 - 10.2. The Supplier shall arrange and maintain, with a reputable insurer, adequate Public Liability Insurance and, where applicable, Product Liability Insurance and/or Professional Indemnity Insurance which shall be no less than ten million pounds sterling (£10,000,000) and with scope of
cover appropriate to the Deliverables provided under the Contract in respect of any one claim or incident. For the avoidance of doubt, such minimum insurance level shall not be a limit of liability under the Contract.
 - 10.3. The Supplier shall arrange and maintain adequate insurance of at least the full value of any such Goods or Facilities in relation to loss or damage of any Goods or Facilities provided under the Contract where risk has not yet passed to SIS pursuant to Clause 8.
 - 10.4. The Supplier shall produce to SIS, on demand, copies of the insurance policies maintained in accordance with the terms of this Contract and receipts for premiums required to be paid in relation to such policies.
 - 10.5. Where the Supplier engages a sub-contractor the Supplier shall either ensure that the insurance requirements as specified in Clause 10.2 extend to cover the legal liabilities of the sub-contractor or that the sub-contractor holds its own insurance which complies with this Clause 10.
 - 10.6. The Supplier shall be responsible for insuring against loss, damage and liabilities to third parties and anyone carried in or on any equipment including without limitation motor vehicles or mobile plant provided by the Supplier to perform the Contract.
 - 10.7. The Supplier shall indemnify SIS against all costs and expenses (including legal costs), losses and liabilities which SIS may incur because of the Supplier's:
 - 10.7.1. breach of or non-compliance with the Contract;

- 10.7.2. negligence or wilful default; and
 - 10.7.3. any claims from third parties arising out of or in connection with the performance of the Contract and/or the Deliverables (including relating to infringement of any IPR).
- 10.8. SIS shall not be liable for any consequential or indirect losses, loss of profits revenues and/or business, anticipated savings, in each case whether direct or indirect, unless expressly set out in the Contract.

11. Warranties

The Supplier undertakes, warrants and represents that:

- 11.1. Except as otherwise agreed between the parties, it shall obtain for SIS all necessary consents, permissions and/or clearances in third party rights (including IPRs) with respect to the Deliverables;
- 11.2. All Deliverables are fit for the purpose for which they are supplied and, where relevant, are of satisfactory quality, good construction, suitable and sound material and adequate strength and have been tested prior to delivery;
- 11.3. It shall be competent to fulfil its obligations under the Contract (which includes having relevant experience, training and/or qualifications) and shall use such due care, skill and diligence as would reasonably be expected of a competent supplier of the Deliverables whilst discharging its obligations under the Contract, perform the Contract in a timely and professional manner and hold any licence, permit and/or certificate required by law for the performance of the Contract;
- 11.4. It shall, unless otherwise agreed by SIS in advance of the Supplier discharging its obligations under the Contract, comply with all current relevant national and/or international technical standards and procedures and SIS technical standards and procedures, details of which SIS shall provide to the Supplier;
- 11.5. It and the Deliverables shall comply with all current relevant laws and regulations and the Supplier shall use all reasonable efforts to comply with all published relevant codes of conduct;
- 11.6. At its own expense the Supplier shall ensure that the functionality of Deliverables will not be prejudiced by any changes caused by the introduction within any EU member country (hereinafter “the Introducing Country”) of European Monetary Union (“EMU”) whether or not (i) the Euro is introduced within the Introducing Country as a result of EMU or (ii) the Euro becomes legal tender within the Introducing Country. In particular Deliverables shall, if appropriate, be able to recognise the Euro and if necessary convert its value into UK Pounds Sterling at the then current exchange rate.

12. Data Protection

- 12.1 Where the Supplier is requested to process Personal Data on behalf of SIS and any member of the SIS Group in the course of the Supplier providing Services under this Contract, then the following provisions shall apply.
- 12.2 SIS or the relevant member of the SIS Group will be the Data Controller and the Supplier will be the Data Processor when processing Personal Data. In this context, the Supplier acknowledges that SIS, or the relevant member of the SIS Group, shall solely be responsible for the following decisions:
 - (a) the purpose or purposes for which the Personal Data are to be used for
 - (b) what Personal Data to collect and the legal basis for doing so;
 - (c) which items (or content) of Personal Data to collect;
 - (d) which individuals to collect data about;
 - (e) whether to disclose the Personal Data, and if so, who to;
 - (f) whether subject access and other individuals’ rights apply including the application of any exemptions;

- (g) how long to retain the data; and
- (h) whether to make non-routine amendments to the Personal Data

12.3 The Supplier shall comply with the Data Protection Laws and without prejudice to the generality of the foregoing shall:

- (a) not cause SIS or any member of the SIS Group to be in breach of the Data Protection Laws and shall use reasonable endeavours to assist SIS to comply with any obligations imposed on SIS by the Data Protection Laws, including by:
 - (i) providing SIS with reasonable assistance in complying with any requests by Data Subjects exercising their rights under the Data Protection Laws (each a Data Subject Request) or communication with the Office of the Information Commissioner (ICO) in relation to the Processing of Personal Data (ICO Correspondence);
 - (ii) promptly, and in any event within forty-eight (48) hours of receipt of any request or correspondence, informing SIS about the receipt of any Data Subject Requests or ICO Correspondence; and
 - (iii) not disclosing any Personal Data in response to any Data Subject Request or ICO Correspondence without first consulting with, and obtaining the consent of, SIS;
- (b) notify SIS or any member of the SIS Group immediately (and in any event within 24 hours of Supplier becoming aware of the matter) if it becomes aware of any unauthorised or unlawful Processing of, loss of, damage to, or destruction or corruption of, the SIS Data or any breach of the Data Protection Laws (Data Incident);
- (c) comply with the obligations imposed on SIS or any member of the SIS Group by the Seventh Data Protection Principle, namely:
 - (i) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security that ensures compliance with Article 32 of the Regulation and is appropriate to:
 - (A) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (B) the nature of the Personal Data to be protected;
 - (ii) only process Personal Data for and on behalf of SIS for the purpose of performing the Services and in accordance with this Contract (and comply with the written instructions or directions from SIS from time to time);
 - (iii) take reasonable steps to ensure the reliability of any personnel of the Data Processor who have access to the Personal Data; and
- (d) restrict the disclosure of Personal Data to those of its staff who may be required by it to assist it in meeting its obligations under this Contract and ensure that no other personnel shall have access to such Personal Data;
- (e) ensure that Personal Data is processed only as necessary for the purpose of the Contract and shall not hold Personal Data for longer than is necessary for the performance of the Services;
- (f) it shall keep Personal Data separate from any data it Processes on behalf of any other third party; and
- (g) not transfer any Personal Data outside the United Kingdom without SIS's prior written consent and take all steps required by SIS for compliance with the Eighth Data Protection Principle.

- 12.4 Any appointment of a sub-contractor is subject to SIS's prior written consent in accordance with Clause 24 (Assignment and Sub-contracting) and, where such sub-contractor will be Processing Personal Data on behalf of the Supplier under this Contract, the fulfilment of the following conditions:
- (a) the Supplier having provided SIS with full details of the sub-contractor (including the results of the due diligence undertaken in accordance with Clause 12.4 (b)) before its appointment and having procured SIS's prior written consent to such appointment;
 - (b) the Supplier having undertaken thorough due diligence on the proposed sub-contractor, including a risk assessment of the information governance related practices and processes of the sub-contractor, and the Supplier having paid due regard to the results of that due diligence in reaching its decision to appoint the proposed sub-contractor; and
 - (c) the Supplier having duly executed an agreement with the relevant sub-contractor which includes terms which are substantially the same as the terms set out in this Clause 12 .
- 12.5 Supplier shall not disclose Personal Data to a third party in any circumstances other than to a sub-contractor appointed in accordance with this Clause 12 or as otherwise set out elsewhere in this Contract, or as expressly authorised in advance in writing by SIS.
- 12.6 The Supplier shall not dispose, re-assign or re-use any equipment or any electronic, magnetic or other medium which is or has been used to store Personal Data without ensuring that such data has been entirely removed or otherwise obliterated.
- 12.7 The Supplier shall provide full cooperation and assistance to SIS and any member of the SIS Group in respect of its efforts to:
- (a) investigate, remediate and mitigate the effects of any Data Incident;
 - (b) promptly provide sufficient information, co-operation, support and analysis to SIS to ensure SIS meets its notification and breach reporting obligations within the required time limits; and
 - (c) comply with its own notification obligations to individuals or regulatory authorities.
- 12.8 The Supplier shall promptly complete and return to SIS or any member of the SIS Group on request from time to time any questionnaire designed to evaluate the Suppliers compliance with its obligations in respect of Personal Data under this Contract.
- 12.9 In the event that the Supplier (or its sub-contractors and or/staff) fails to comply with the provisions of this Clause 12 then it shall notify SIS immediately and it shall on demand and at its own expense defend, indemnify and hold SIS and/or any other member of the SIS Group harmless against all Claims, losses, liabilities, fines and expenses arising from, or in connection to, such failure to comply or Data Incident.
- 12.10 the Supplier will provide SIS or any member of the SIS Group promptly upon request with:
- (a) reasonable access to SIS Customer Data and systems processing such data at the Supplier or its sub-contractors, premises; and
 - (b) such other documentation and information as SIS or any member of the SIS Group may reasonably request in order to verify the Supplier's compliance with this Clause 12.
- 12.11 The Parties acknowledge that:
- (a) the deadline for implementation of the Regulation will occur during the term of this Contract;
 - (b) as at the Effective Date legislation relating to certain aspects of the Regulation have not been implemented;
 - (c) the Information Commissioner and other regulators have not issued guidance in relation to their requirements in relation to the Regulation; and
 - (d) the United Kingdom may leave the European Union during the term of this Contract, which may result in changes to Data Protection Laws.

12.12 In light of the factors set out in clause 12.11, the Parties agree that if there are changes to the Data Protection Laws or related guidance from regulators during the term of this Contract which require either Party to take additional steps to enable compliance with their regulatory obligations, the Parties shall review the provisions of this Clause 12 and shall negotiate in good faith to agree changes to it to enable compliance with updated Data Protection Laws or related guidance from the Information Commissioner or other relevant regulators.

12.13 This Clause 12 will survive termination or expiry of this Contract.

13. Confidentiality

13.1. Except to the extent required for the purposes of performing its obligations under the Contract, the Supplier will not use or make available at any time during or after the Contract to any third party any information relating to the business or affairs of SIS which is disclosed or otherwise is in its possession under or in respect of the Contract, including this Contract and its subject matter except in relation to information which:

13.1.1. is or later comes into the public domain otherwise than through an act or omission of the Supplier; or

13.1.2. was already known to the Supplier at the time of disclosure otherwise by an unauthorised disclosure by a third party; or

13.1.3. disclosure is required by law, order of court, the requirements of any regulatory authority or taxation authority or the rules of any stock exchange; or

13.1.4. the Supplier has the prior written consent of SIS to do so.

13.2. Notwithstanding Clause 13.1, the Supplier may disclose information to its employees, professional advisors, agents and subcontractors solely on a need-to-know basis provided that the Supplier procures that the person to whom such disclosure is made complies with the obligations under this Clause 13 as if it were a party to the Contract.

14. Term and Termination

SIS may by notice in writing terminate the Contract with immediate effect if:-

14.1. the Supplier commits a breach of any of the provisions of the Contract and:

14.1.1. the breach is capable of remedy and the Supplier fails to remedy the breach within 7 days (or such shorter period as may be reasonable) of receipt of a written notice specifying the breach and requiring its remedy (in which case SIS reserves the right to remedy the breach and recover the costs thereof from the Supplier and terminate the Contract in accordance with this Clause 14);

14.1.2. the breach is not capable of remedy; or

14.1.3. the breach is a material breach or a breach of a material term;

14.2. the Supplier is unable to provide the named individual(s) pursuant to Clause 19;

14.3. the Supplier commits an act of bankruptcy or insolvency, is unable to pay its debts as or when they fall due or makes any composition or arrangement with its creditors, or goes into liquidation or if any order is made or a resolution is passed for the winding up of the Supplier (except for the purpose of a solvent amalgamation or reconstruction), or if it ceases or prepares to cease trading, or if it suffers the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of its assets;

14.4. there is a change of control of the Supplier, for which purposes "control" means the ability to direct the affairs of the Supplier whether by virtue of contract, ownership of shares or otherwise howsoever;

- 14.5. the continued performance thereof is prevented by reason of any event beyond the reasonable control of SIS or the Supplier (any such occurrence being deemed an event of force majeure);
- 14.6. the Supplier delays in delivering the Deliverables or notifies SIS that it is likely to be so delayed, or SIS reasonably believes it will be so delayed; or
- 14.7. there is in SIS's reasonable opinion a financial, editorial or other substantial reason and in such event SIS's liability to the Supplier shall be limited to payment of such sums as may be due to the Supplier up to and including the date of termination; and
 - 14.7.1. where the Contract consists of the hire or loan of Goods or Facilities or the provision of Services, the payment of a cancellation fee in an amount to be decided by SIS using its sole discretion, to be exercised reasonably, having due regard to the Supplier's duty and ability to mitigate any loss it may suffer; or
 - 14.7.2. where the Contract consists of the sale of Goods or Facilities, payment of such costs as the Supplier may have properly, reasonably and directly incurred in relation to fulfilling the Contract, prior to the date of termination. The Supplier shall provide SIS with satisfactory evidence of such costs, and any reimbursement shall always be subject to the Supplier's duty to mitigate any losses it may suffer.
15. Consequences of Termination
 - 15.1. Termination of the Contract for whatever reason shall:
 - 15.1.1. not affect any right or liabilities which have accrued prior to the time of termination
 - 15.1.2. not affect the continuance in force of any provision hereof which expressly or by implication is intended to come into or continue in force after termination, including (without limitation) Clauses 3, 4.3, 10, 11, 12, 13, 14, 15, 16, 20, 21 and 22 of this Contract.
 - 15.1.3. subject to Clause 14.7 not in itself give rise to a claim by the Supplier for damages or otherwise beyond a claim for payment due under the Contract up to and including the date of termination.
 - 15.2. Upon termination of the Contract for whatever reason the Supplier shall: (i) provide certain transitional services as reasonably specified by SIS and cooperate with SIS and/or the replacement supplier to facilitate a smooth transfer of the Deliverables to SIS or a replacement supplier; (ii) promptly deliver up to SIS at the Supplier's own risk and expense the whole or any part of any Deliverables owned by SIS pursuant to Clause 8.2 hereof, and any SIS equipment and/or materials, identity cards or entry permits provided or used under the Contract. SIS shall be deemed to have irrevocably all powers and authority to enter the Supplier's premises or any other premises to recover and remove such items and recover the costs thereof from the Supplier.
16. Intellectual Property Rights
 - 16.1. In consideration of the payment of the Fees, the Supplier hereby assigns to the extent to which it is able and otherwise agrees to assign to SIS absolutely and with full title guarantee, and warrants that all the Supplier's relevant officers, employees and/or agents and any sub-contractor engaged by the Supplier have assigned and/or agreed to assign to the Supplier absolutely and with full title guarantee all IPRs (both existing at the date hereof and in the future) in the products of any Services in all languages throughout the world for the full period of such rights (including all rights to renewals and extensions thereof).
 - 16.2. The Supplier hereby to the extent permissible by law waives irrevocably, and warrants that all the Supplier's relevant officers, employees and/or agents and any sub-contractor engaged by the Supplier have to the extent permissible by law waived irrevocably the benefits of any provision of law known as "moral rights" (including without limitation any right of the Supplier, its officers, employees and/or agents or its sub-contractor under sections 77 to 85 inclusive of the Copyright, Designs and Patents Act 1988 and

under any resale right arising from EU law for the period that the UK remains a member state of the EU) or any similar laws of any jurisdiction in which waiver is permissible.

16.3. The Supplier hereby grants SIS a non-exclusive, royalty-free, irrevocable license to use and sublicense any IPRs in any Deliverables under the Contract, which it has not assigned under this Clause 16.

16.4. The Supplier hereby warrants that there are no potential, threatened or actual claims by its employees in respect of IPR, including patents or potential patents.

17. Assignees/Sub-Contractors and Specialised Sub-contractors

17.1. The Supplier shall not without the prior consent of SIS assign or sub-contract any of its rights or obligations under the Contract to any third party.

17.2. Notwithstanding that all liability for any sub-contractor rests with the Supplier, any sub-contractor engaged by the Supplier shall be required to be subject to the same obligations as the Supplier is subject to under the Contract and the Supplier shall do all things necessary to ensure that the sub-contractor complies with these including obtaining an undertaking from the sub-contractor in favour of SIS binding the sub-contractor to comply with the Contract and giving the subcontractor all relevant information provided to the Supplier by SIS.

17.3. Where the Supplier engages a sub-contractor for the provision of the Deliverables for work involving aircraft (including helicopters, balloons, model aircraft, parachutes), armourers, asbestos, diving, explosives, pyrotechnics and fire effects; flying ballet; lasers; location lighting; scaffolding and similar structures; specialised rigging and wiremen; hydraulic hoist contractors, smoke effects and stunt artists, the Supplier shall:

17.3.1. only use those sub-contractors pre-vetted by SIS for that purpose, a list of which SIS shall provide to the Supplier on request; and

17.3.2. obtain a written risk assessment from the sub-contractor and incorporate such assessment in the Supplier's own risk assessment referred to in Clause 6.2.2.

17.4. SIS reserves the right to vary the kinds of work for which it requires SIS pre-vetted subcontractors and shall notify the Supplier accordingly and/or to require the use of such pre-vetted subcontractors for the provision of the Deliverables outside the UK and/or to require the Supplier to comply with any procedure in addition to or in substitution for the use of such sub-contractors as notified to the Supplier from time to time.

17.5. SIS may without the prior consent of Supplier assign or sub-contract any of its rights or obligations under the Contract to any third party.

18. Information Provision and Performance Monitoring

18.1. If requested by SIS, the Supplier shall provide evidence of compliance with any of the Supplier's obligations under the Contract, including without limitation in connection with the measures set under Clause 20.2.

18.2. To ensure that the Deliverables achieve the level of service required by SIS, where appropriate SIS may stipulate a range of measures by which the Supplier's performance can be assessed.

19. Replacement of Named Individual(s)

Where the Contract specifies that the Supplier shall provide a named individual(s) to perform in whole or in part the Supplier's obligations under the Contract and the individual(s) for whatsoever reason becomes unable to do so the Supplier shall promptly notify SIS thereof and as promptly as is reasonably possible provide a suitable replacement(s) acceptable to SIS. If the Supplier is unable to provide the named individual(s) in accordance with this Clause 19 SIS shall have the right to terminate the Contract forthwith pursuant to Clause 14.2.

20. TUPE

- 20.1. It is agreed by the parties that on any Contract Termination the Supplier is required to redeploy the Supplier's Personnel, or where this is not possible to otherwise take steps to ensure that the contracts of employment of Supplier's Personnel do not transfer to SIS or a Successor Contractor pursuant to the Regulations. However, if as a result of the Regulations, any of the contracts of employment of any Supplier's Personnel (or any other person employed or engaged by the Supplier or any of its contractors) are treated as being made between that person and SIS or a Successor Contractor, or if any claim is made to that effect, then:
- 20.1.1 SIS shall, as soon as reasonably practicable following its becoming aware of the same, notify the Supplier and consult with the Supplier as to how such person should be dealt with;
 - 20.1.2 without prejudice to the generality of paragraph 20.1 above the Supplier or the Successor Contractor may offer to re-employ such person;
 - 20.1.3 notwithstanding Clauses 20.1.1 and 20.1.2 above, SIS or the Successor Contractor may terminate such employment within 3 months of becoming aware of the said application or alleged application of the Regulations; and
 - 20.1.4 the Supplier shall indemnify and keep indemnified SIS and the Successor Contractor at all times from and against all costs, claims, expenses and other liabilities incurred by SIS and the Successor Contractor arising in respect of or in connection with (a) the employment of any such person by SIS or the Successor Contractor up to the end of the said period of 3 months; (b) the termination of the employment of any such person pursuant to clause 20.1.3 above; and (c) the actual or alleged application of the Regulations to any such person (including, without limitation, any Employee Claims and any failure to consult with or provide information to representatives of such nontransferring employees in accordance with the Regulations).
- 20.2 For the avoidance of doubt, any liability incurred by the Supplier or its subcontractors as a result of any dismissal of the Supplier's Personnel by the Service Provider or its sub-contractor is entirely the liability of the Supplier.
- 20.3 It is the intention of the parties that any Successor Contractor shall be entitled to the benefit of this clause as if it were a party to this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

21. Anti-Bribery Requirements

- 21.1 The Supplier shall and shall procure that persons associated with it or other persons who are performing Deliverable in connection with this Contract shall:
- 21.1.1 comply with all Relevant Laws in performing the Deliverables;
 - 21.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (UK) if such activity or practice or conduct had been carried out in the UK;
 - 21.1.3 immediately notify SIS (in writing) if the Supplier or its employees, agents or other persons who perform or have performed the Deliverables for the Supplier is investigated by any law enforcement agency or customer in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws; and
 - 21.1.4 not do, or omit to do, any act that will cause or lead SIS, and/or each of SIS's subsidiary companies (as that term is defined in the Companies Act 2006 (UK) or any Replacement Legislation), to be in breach of Relevant Laws.

21.1.5 The Supplier acknowledges that SIS has made available its own Anti-Corruption Policy (including online at <https://www.sis.tv/legal/>) and the Supplier confirms that it has established an equivalent policy within its organisation.

21.2 Relevant Laws means in respect of each party:

21.2.1 any statute, regulation, by-law, ordinance or subordinate legislation, in force from time to time, to which that party is subject in any jurisdiction, including those relating to anti-bribery and anti-corruption such as, but not limited to, the Bribery Act 2010 (UK) or any Replacement Legislation;

21.2.2 the common law as applicable to that party from time to time;

21.2.3 any binding court order, judgment or decree affecting that party; and

21.2.4 all applicable statutory and all other rules, regulations, instruments and provisions in force from time to time including the rules, codes of conduct, codes or practice, practice requirements, guidance and accreditation terms stipulated by any regulatory authority relevant to that party.

22 Anti-Slavery

22.1 Each Party shall hold itself and its Affiliates to the highest performance, ethical and compliance standards, including basic human rights, not engaging in any activity, practice or conduct which would constitute an offence under anti-slavery legislation in the United Kingdom encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. In performing its duties under this Agreement, SUPPLIER acknowledges the value and importance of performance and ethical behaviour in its performance under this Agreement.

23 General

23.1. Unless and until specified in writing pursuant to the Contract by an authorised official of either party, any notice required to be given pursuant to the Contract shall be in writing and sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post, or by fax confirmed by first class post, or by e-mail which has been received, as evidenced by receipt by the sender of a read receipt, to the SIS Department placing the order or the Supplier at the address as specified in the Purchase Documentation, and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first class post, two days after posting

23.2. The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.

23.3. Nothing in the Contract shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties and the Supplier shall have no power to bind SIS or to contract in the name of or create a liability against SIS in any matter whatsoever.

23.4. Any amendment or variation to the Contract shall only be made by prior written agreement between the parties.

23.5. The unenforceability of any single provision of the Contract shall not affect any other provision thereof. Where such a provision is held to be unenforceable, the parties shall use their best endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

- 23.6. The headings to the clauses and sections of these Purchase Terms are for ease of reference only and shall not affect the interpretation or construction of the Contract.
- 23.7. Without prejudice to the rights of either party in respect of actions relating to fraudulent misrepresentation, the Contract and any appendices and any documents referred to therein constitutes the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the parties relating thereto.
- 23.8. This Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 or any Replacement Legislation, which are enforceable by any person who is not a party to the Contract.
- 23.9. This Contract shall be governed in accordance with English Law. In the event of a dispute concerning this Contract, the parties shall in their first instance use their best endeavours to attempt to resolve the dispute at senior management level within 14 days of such dispute arising, failing which it is irrevocably agreed that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Contract and that accordingly any suit, action or proceeding arising out of or in connection with this Contract (in this Clause referred to as "Proceedings") may be brought in such courts. Nothing in this Clause shall limit the right of SIS to take Proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking by SIS of Proceedings in any other jurisdiction, whether concurrently or not.