1. Definitions and Interpretation

1.1 Capitalised words have the meaning assigned to them as follows:

- **“Agreement”**: the contract constituted by your acceptance of an Order (or any subsequent orders varying the Order) that incorporates these Terms and Conditions, in accordance with clause 2;
- **“Business Information”**: any Order, data, documents, databases, designs, schedules, instructions, plans, specifications, sketches, models, samples, technical information and/or other information written, oral or otherwise of any type, however disclosed, relating to the business activities of the Sky Group or Service Beneficiaries;
- **“Deliverables”**: the goods, materials, licences and/or services (and any physical results thereof) described in or otherwise required or delivered pursuant to the Agreement;
- **“Indemnified Entity”**: any Sky Group member and/or Service Beneficiary;
- **“IPR”**: all copyrights and all rights in patents, databases, designs, trademarks, trade names, domain names, service marks, trade secrets, know-how and other intellectual property rights (registered or unregistered) and all applications for the same and all rights having similar effect anywhere in the world;
- **“Law”**: any of the following: (a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time; (b) the common law and the law of equity; (c) any binding court order, judgment or decree; (d) any applicable industry code, policy or standard enforceable by law; and (e) any applicable legally binding direction, policy, requirement, code, principle, rule or order that is given by a regulator;
- **“Loss”**: all losses (including fines, penalties and tax liabilities), demands, liabilities, claims, proceedings and damages and all related costs, expenses and payments, including those made to third parties (including additional taxes, irrecoverable VAT, legal fees and disbursements and costs of investigation, litigation, settlement, judgment and interest);
- **“Order”**: the purchase order detailing, amongst other things, the Deliverables, and the charges that together with these Terms and Conditions forms the Agreement;
- **“personal data”**: data subject, “controller”, “processing” and “sensitive personal data” have the meanings given to them in Directive 95/46/EC (the “Directive”) and associated local Law;
- **“Service Beneficiary”**: any Service Provider or Service Recipient;
- **“Service Provider”**: means any service provider of the Sky Group;
- **“Service Recipient”**: means (a) any joint venture entity to whom we provide technical, infrastructure or enterprise services as part of such joint venture; and (b) any of our customers receiving our products and services;
- **“Sky Group”**: Sky plc and any parent and all subsidiary undertakings from time to time;
- **“Sky, we, us, our”** means the Sky Group entity raising the Order;
- **“Special Terms and Conditions”**: a means a variation of these Terms and Conditions agreed and signed by you and us which applies to a particular Order or is to apply as a framework to a number of Orders to be raised for specific goods, services and licences under these Terms and Conditions;
- **“Supplier”** or “you”: you, the addressee of an Order;
- **“Supplier Personnel”**: as defined in clause 13.1; and

1.2 Words importing the singular include the plural and vice versa; persons include unincorporated associations, partnerships and any entity with legal standing. References to “to include” or “including” are construed as being without limitation. Clause headings are for ease of reference only and do not affect the interpretation or construction of the Agreement. References to a particular Law or provision of Law shall be construed as a reference to such Law or provision as amended and in force from time to time and to any Law which replaces, re-enacts or consolidates (with or without modification) any such Law. A reference to any remedy, consequence or right of a party pursuant to a breach of a provision by the other party does not limit any other right or remedy of the party unless it is expressly stated to do so.

2. Acceptance of Order

2.1 Any Sky Group entity may place Orders under these Terms and Conditions and in the absence of any express reference to a Sky Group entity, the contracting entity shall be Sky UK Limited. You must not accept Orders from Service Beneficiaries unless consented to in writing and signed by us.

2.2 Your commencement of delivering Deliverables pursuant to an Order, or other implied or express communication of acceptance of the Order by you, shall constitute acceptance by you of the Order on these Terms and Conditions (except insofar as these Terms and Conditions are explicitly referenced and varied by the Order or any Special Terms & Conditions). However, any terms and conditions that you state on any invoice, order form or other documentation to apply to any Order shall have no force or effect.

2.3 Regardless of the date of acceptance of the Order, these Terms and Conditions shall, absent any signed agreement between us to the contrary, be effective from the commencement of provision of any Deliverables by you and, shall apply to all goods, materials, licences and/or services predating the Order.

3. Supply of Deliverables

3.1 You shall supply the Deliverables to us in accordance with the timings set out in the Order or as otherwise agreed in writing. If you cannot deliver on time then you must promptly notify us of the earliest possible substitute date for delivery. Regardless of such notice, and unless we expressly agree to the substitute delivery date in writing, your failure to supply the Deliverables on time shall entitle us to cancel all or part of the Agreement without liability to you. You must supply Deliverables at or to the locations specified in the Order and if you do not then you will bear any additional expense in handling and delivering to the correct destination.

4. Acceptance of Deliverables

4.1 If supply of Deliverables (or part thereof) pursuant to the Agreement is incomplete or defective, we reserve the right to reject the Deliverables so supplied and/or to cancel or vary the balance of the Agreement. Deliverables may be subject to inspection, testing and subsequent acceptance by us. Where Deliverables constitute services, our approval of their performance is required. We are not obliged to accept Deliverables without full written instructions for use. Deliverables in the form of goods supplied other than in accordance with the Agreement may (at Sky’s discretion) be returned to you at your expense and risk and you shall pay all our associated costs in doing so. If any, or any part of, any Deliverables (whether or not inspected, tested or approved by us) do not comply with the requirements of the Agreement or are otherwise not satisfactory quality and fit for purpose and accordingly not accepted by us, then we shall be entitled, to: (a) require you to promptly (and in any event within 14 days) replace or re-perform the relevant Deliverables to accord to the Agreement; or (b) arrange to have those Deliverables supplied or performed by a third party (in which case you shall reimburse us for all reasonable additional costs and expenses thereby incurred); or (c) terminate the Agreement immediately by written notice to you and require you to promptly repay us any monies which we have paid to you.

4.2 You indemnify the Indemnified Entities in full against any and all threatened or actual Loss (including loss of profits, loss of revenue, loss of anticipated savings, loss of contracts, loss of bargain and increased costs of working), and any consequential, indirect or economic loss awarded against or incurred or paid by us as a result of or in connection with: (a) any claim that any of the Deliverables (and/or the Indemnified Entities receipt and use of the same) infringe the IPR of any other person; and/or (b) any negligent act or omission of you or the Supplier Personnel.

5. Warranties

You represent and warrant to us that: (a) you have the right, power and authority to enter into and to carry out your obligations under the Agreement; (b) the Deliverables correspond strictly with any and all of our requirements or specification (oral or in writing) supplied to or by us, or agreed with you, by or on our behalf; (c) the Deliverables (and you in your provision thereof) comply with: (i) all policies and standards made available to you by us from time to time, including (1) those made available on Sky’s corporate website at http://corporate.sky.com/about/sky/other-information/how-to-be-a-supplier on the date of the Order, and (2) the Sky Security Standard; and (ii) all applicable Law; (d) all Deliverables that are services will be performed by appropriately experienced, qualified and trained employees (or sub-contractor’s authorised by us in accordance with clause 14.3) who will act with due care and diligence, in accordance with best industry practice; (e) you will at all times maintain insurance with a reputable insurance company sufficient to meet any potential liability under the Agreement; and (f) the Deliverables will be of satisfactory quality, free of defects and errors and fit for their purpose.

6. Confidentiality

Except where freely and legitimately available to the public prior to disclosure, you must not disclose any information, trade secrets, know-how or other confidential information to any third party, and you must not disclose any confidential business information, or any business or confidential information which we give to you under this Agreement, in any way, to third parties without our written consent.

7. Data Protection

7.1 You must only process personal data in accordance with our instructions. If at any time during the Agreement, the Deliverables change such that you process data of a different class (as classified in the Sky Security Standard), then you must
notify us at DataAudit@sky.co.uk. You must ensure appropriate technical and organisational measures are in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of personal data, including those measures set out in the Sky Security Standard, as amended from time to time. When processing data using tracking technology, you must not reverse engineer, disassemble, decompile, or translate any tracking information such as pixel tags and cookies, or otherwise attempt to derive the source code of the software or the personal identity of the individual associated with the tracked information. Any information so discovered must be promptly disclosed to Sky and is deemed to be the confidential property of Sky. You may only appoint a subcontractor to process data if you receive our prior written consent to do so and if there is a written contract in place between you and the subcontractor which is on the same or substantially similar terms to those in the Agreement.

7.2 Prior to any processing, and annually thereafter, Sky may conduct, at your cost, an assessment of the adequacy of your security arrangements and will confirm to you in writing whether you may process such data in accordance with its instructions. You must promptly request, and in any event within 30 days after the end of each year of the term of the Agreement, provide Sky with certification, from an officer of your organisation, of your compliance with this clause 7. Failure to provide such certification entitles Sky, without prejudice to any other Sky rights/remedies, to immediately suspend and/or terminate the processing of personal data and/or terminate the Agreement for material breach. Before you process any data that is classified as Level 1 data in Appendix 4 of the Sky Security Standard, you must obtain and maintain annually at your own cost, a certificate of compliance with the Sky Security Standard from one of Deloitte, Ernst & Young, PricewaterhouseCoopers, KPMG, or an auditor approved by us.

7.3 You must immediately notify us at DataIncidents@sky.co.uk of any accidental, unauthorised or unlawful access, loss, destruction, theft, use, disclosure or alteration of personal data or any other non-compliance with the Agreement (a “Data Breach”) giving detailed reasons for the Data Breach and, at no additional cost to Sky, take steps to mitigate the risk and provide any assistance that may reasonably be required by us. If you receive any requests or communications from data subjects, data protection regulators or any other law enforcement body, you must immediately pass the requests to us so that we can respond. You must, at no additional cost, promptly provide us with any assistance that we may reasonably require, to enable us to respond.

7.4 You may only process or transfer personal data outside the European Economic Area using unamended EC-approved model clauses for cross-border transfers of personal data (as set out in Decision 2010/87/EU) or substantially equivalent terms as approved by relevant regulatory authorities. You must not divulge any personal data to any person, firm or company, unless disclosure is required by statute, and then, only after you have notified us of the intended disclosure. On termination of the Agreement, you must immediately cease to process data and arrange for its safe return or secure destruction, as instructed by us. You grant us the right, following termination of the Agreement, to audit and inspect your and any subcontractors’ compliance with our instructions.

7.5 Without affecting any other provision of the Agreement, a breach by you of any provision of this clause 7, constitutes a material breach of the Agreement and you hereby indemnify the Sky Group against all threatened or actual Loss and, in addition, any costs, expenses or resources required for the investigation, recovery and resolution of such a breach. You must pay any amounts due to us for such investigations, recovery and resolution and shall indemnify us against all associated costs and expenses incurred in connection with the investigation, recovery and resolution of such a breach.

8. Charges

8.1 The price of or fees for Deliverables are set out in the Agreement and, unless expressly stated otherwise, are exclusive of any applicable value added tax but inclusive of all other taxes, duties, charges, levies, royalties, labour, materials, carriage, insurance, subsistence, administration, overheads, profit or any other costs, expenses or resources required for the supply of the Deliverables. If requested, you agree to provide an electronic catalogue in a format defined by Sky that accurately reflects the price of or fees for the Deliverables set out in the Agreement. You will pass on to us the full benefit of any rebates/discounts given to you and that you would not have received but for our business.

8.2 You may render invoices to Sky following acceptance of the Deliverables in accordance with clause 4.1 or as otherwise specified in the Agreement. Invoices must be provided electronically via AirHub or such other electronic method as required by us; and (b) include the Order reference (or DO number); and (c) conform to the Order regarding price and quantity; and (d) be addressed to the relevant Sky Group entity, Accounts Payable, Shared Service Centre, Watermark House, Livingston, EH54 7HH; and (e) conform with all our other reasonable requirements; and (f) reflect any electronic catalogue provided in clause 8.1 above. You are liable to pay any fees associated with processing invoices (including applicable third party fees for your use of any electronic processing platform).

8.3 We shall pay undisputed valid VAT invoices within 60 days of receipt. If we do not pay such undisputed invoice on time, you then may charge (and if charged we shall pay) interest on the overdue amount, at the rate of 2% above the Official Bank Rate set by the Monetary Policy Committee of the Bank of England from the due date until the date we pay the undisputed sum due.

8.4 If we dispute part of the invoice, then we may offer the undisputed sum in full and final settlement of the invoiced amount. You must indicate within 7 days of receipt of such offer whether or not you accept it and, if so, you waive the disputed sum and any interest otherwise payable thereon and you must then issue an appropriate credit note to us. We shall pay the undisputed sum to you on receipt of such confirmation and credit note.

8.5 You agree that the interest payable under this clause 8 is a substantial remedy for overdue amounts and is in lieu of any sums due pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and/or the Late Payment of Commercial Debts Regulations 2013.

8.6 You agree that we may deduct from any monies due or becoming due to you any monies due from you to us, whether in connection with the Agreement or otherwise.

9. Termination

9.1 Without prejudice to any of our other rights or remedies, we may, by written notice to you, immediately terminate this Agreement and any or all related Agreements without liability to you in the event that you: (a) fail to supply any Deliverables on time; (b) fail to remedy any other material breach within 5 days of receipt of written notice from us to do so; or (c) are unable to pay your debts for the purposes of section 123 of the Insolvency Act 1986, or you make or propose any voluntary arrangement or composition with your creditors or if a bankruptcy or winding up petition is presented for you or if you enter into compulsory or voluntary liquidation or have a receiver or other officer appointed over the whole or any part of your assets or undertaking or you have an administrator appointed to manage your affairs, business and property or if you take or suffer any similar action in consequence of debt or insolvency under the laws of the United Kingdom or any equivalent of the foregoing in any other jurisdiction.

9.2 We may terminate the Agreement in whole or in part at any time upon 7 days’ prior written notice. Subject to you taking all reasonable steps to mitigate your loss, we will, on termination pursuant to this clause 9.2, reimburse your reasonable costs incurred in the performance of your obligations up to the date of termination in respect of which we have not yet made any payment, such costs in no circumstances to exceed the agreed charges for the Deliverables affected. Where we terminate the Agreement in part, you will supply the remaining Deliverables in full and in a timely fashion and the charges shall be reduced accordingly.

9.3 Prior to termination or expiry of the Agreement, you shall consult with us about the steps to be taken to ensure an orderly cessation of the Deliverables and maintain our business continuity, including the delivery or migration of Sky data in a meaningful and usable format to us or a successor supplier of Sky.

10. Intellectual Property

10.1 You warrant that the Deliverables (and our, the Sky Group and the Service Beneficiaries’ use and enjoyment of the Deliverables) will not infringe any third party’s IPR.

10.2 Unless this clause is expressly overridden in an Agreement, all IPR in the Deliverables arising in connection with the Agreement and any media upon which such rights are contained (including any preparatory material and any media used to store such material) shall be our property and you shall assign the same to us with full title guarantee. To the fullest extent possible, you hereby assign, in consideration of the sum of £1 (receipt of which is hereby acknowledged by you), such rights to us with full title guarantee and, where relevant, by way of a present assignment of future rights.

10.3 In respect of (i) any IPR that is expressed in an Agreement as not assigned to us, and notwithstanding anything to the contrary in any licence agreement entered into between us and any supplier, party to a Service Order (unless it expressly varies with specific reference to this provision), you hereby grant to the Sky Group a non-exclusive, perpetual, irrevocable, royalty-free, unlimited (including the right to transfer/sublicence in whole or in part) licence to use such Deliverable for any purpose whatsoever.

10.4. You hereby agree promptly and without charge to procure the execution, completion and/or delivery of any formal consents or agreements (including waivers of moral rights) reasonably required by us to formalise or enforce the assignments of rights granted herein or otherwise for the full enjoyment by us of such rights.

11. Title and Risk

Title and risk in the Deliverables passes to us on delivery in accordance with the Agreement (except where the Deliverables include installation, in which case risk passes on completion of installation) but does not prejudice any of our rights or remedies, including rejecting the Deliverables.

12. Audit

12.1 You shall give us and/or our agents reasonable, accompanied access, during working hours, to inspect and audit (“Audit”) your premises, systems, data, records, etc. in

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manuals, policies, processes, controls and other information relating to the Deliverables and your personnel ("Records & Controls") in order to: (a) monitor compliance by you with your obligations under the Agreement and verify the accuracy, integrity, confidentiality and security of your Records & Controls to the extent relevant to your obligations under the Agreement; (b) verify your compliance with any applicable Law; (c) conduct any of our statutory audits; or (d) comply with any directions imposed on us by a regulator.

12.2. We may give you 2 days’ notice of an Audit and you shall provide prompt assistance to us and/or our agents without charge for so long as is reasonably necessary to carry out an Audit. If you process sensitive personal data (as defined in the Directive) or Secret Data (as defined in the Sky Security Standard), then Audits may be without notice.

12.3. We may conduct Audits at any time up to 6 years after the end of the calendar year following expiry or termination of the Agreement.

12.4. Except where otherwise stated in the Agreement, we will bear the cost of any Audit unless the Audit reveals that you are not compliant, in which case you shall promptly pay all our reasonable fees and reimburse our costs of the Audit. If we have overpaid under the Agreement, then you shall also promptly refund such overpayment to us, with interest. This clause 12.4 does not apply to Audits under clause 7 and it does not affect our rights to separately claim damages for any breach of contract or our rights to claim under any indemnity in the Agreement.

13. **Supplier Personnel**

13.1 You shall procure that all of your employees, approved sub-contractors or agents ("Supplier Personnel") attending our or a third party’s site in connection with this Agreement comply with: (a) any reasonable directions or instructions given to them; and (b) any applicable security, health and safety or other notices and regulations.

13.2. You shall: (a) be solely responsible for all matters arising out of any contract of employment or engagement for Supplier Personnel, whether express or implied; and (b) not do (or omit to do) anything which could or could be expected to imply an employment relationship between us and such Supplier Personnel. You indemnify and hold harmless the Indemnified Entities against any actual or threatened Loss which any Indemnified Entities may suffer as a result of any claim that an employment or other relationship exists between any Indemnified Entities and the Supplier Personnel or arising out of your failure to comply with these clauses 13.1 and 13.2.

13.3. Without limiting clauses 13.1 and 13.2, you indemnify and hold harmless the Indemnified Entities against all Loss suffered by the Indemnified Entities, either directly or under an agreement with a successor supplier of the Deliverables to us or which otherwise arise out of or in connection with: (a) any breach of Regulation 13 (duty to inform and consult representatives) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE"); (b) any actual or alleged act or omission by you of any of your obligations or liabilities, or any other event occurring prior to the termination of the Agreement, in relation to Supplier Personnel; and (c) without limitation, any claim for redundancy payment, unfair dismissal compensation or notice monies and expenses or a protective award, in connection with or as a result of any claim or demand by any Supplier Personnel arising directly or indirectly from the termination of the Agreement or directly or indirectly from TUPE.

14. **General**

14.1 Time is of the essence for performance of your obligations under the Agreement.

14.2 You must maintain (and provide evidence if requested) incident and crisis management, disaster recovery and business continuity plans to meet the necessary standards prescribed by any applicable regulator and good industry practice.

14.3 You shall not assign or transfer or purport to assign or transfer to any other person any of your rights or sub-contract any of your obligations under the Agreement without our prior written consent. Our approval of a sub-contractor will not relieve you of any liability under the Agreement and you are and shall remain responsible for all acts and omissions of your sub-contractors as if they were your acts and omissions. We may transfer all or any of our rights and obligations under the Agreement to any Sky Group member or any successor in title to all or part of our business.

14.4 No waiver of any breach of the Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision, and any such waiver shall be specific and in writing.

14.5 Rights and remedies stated under the Agreement shall be cumulative and without prejudice to any other rights and remedies available to a party hereunder or at law.

14.6 Variation of Agreement and Orders:

14.6.1 Subject to clause 14.6.2, no variation of this Agreement shall be valid unless in writing and signed by authorised representatives of the parties.

14.6.2 The parties may vary an Order via a subsequent Order or expressly vary, by specific reference to the clause, any provision of these Terms and Conditions.

14.7 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions of the Agreement shall not be affected.

14.8 Each Agreement shall form the entire agreement between us and you relating to the Deliverables and, without affecting any of our remedies (or your liability) for any misrepresentation by you, the Agreement replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral and prevails over any inconsistent terms or conditions contained or referred to in your quotation or the Order or correspondence or elsewhere or implied by trade custom, practice or course of dealing.

14.9 The provisions of the Agreement which expressly or by implication are intended to survive termination will do so and will continue to be binding without limit in time.

14.10 The Sky Group’s entire liability to you pursuant to any Agreement, shall be the charges for the Deliverables to be provided by you as set out in the relevant Agreement together with any interest due pursuant to clause 8. This clause does not in any way limit the Sky Group’s liability for death or personal injury caused by our negligence or for fraud.

14.11 The Agreement is entered into by us for the benefit of all members of the Sky Group which may make use of the Deliverables, and any such member may enforce any of your obligations and/or its rights under the Agreement under the Third Party Act. Save for the rights of members of the Sky Group, the Third Party Act is hereby excluded.

14.12 Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

14.13 Any notice in connection with the Agreement shall be delivered as follows: In our case: to contractual@sky.com; unless we notify you otherwise. Notices sent to this address will be deemed received on the next working day following a delivery receipt from the above email address. If you do not receive a delivery receipt within one hour of sending, then the notice will be deemed undelivered and you should deliver the notice between 09h00 and 17h30 by hand or recorded delivery to Accounts Payable, Shared Service Centre, Watermark House, Livingston, EH54 7HH. All notices to us must state the Order reference (or DO number), the date of the Order(s), the relevant Sky Group entity or division to which it relates, the name of your contact at Sky and the description of the Deliverables.

In your case: to the email address specified by you for the receipt of Orders during the Order set-up process, or such other address as you may notify us in writing.

14.14 The Agreement and any non-contractual rights or obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts for any dispute arising in connection with the Agreement, save that nothing in the Agreement shall prevent us from bringing any proceedings against you in any other jurisdiction in which you have any business or assets.

14.15 Neither you nor Supplier Personnel or shareholders, directly or indirectly, in private or public sector dealings, offer, give or agree to offer or give, receive or requests to receive, any payment, gift or other advantage (whether or not by payments under this Agreement) which: (i) violate any anti-corruption laws or regulations applicable to you and/or the Sky Group; or (ii) which a reasonable person would consider to be unethical or illegal. Without prejudice to clause 9 (Termination), if Sky suspects a breach of this clause 14.15, then Sky may terminate any/all Agreements immediately upon notice to the Supplier.

Signed:

Name:

for and on behalf of [Full Supplier Name and registration number (if applicable)]:

Supplier Registered Address:

Date: