

SPONSORSHIP STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

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

“Agreement”	means these Sponsorship Standard Terms and Conditions and the Particulars (including any additional terms and conditions that are cross-referenced to in the Particulars and all Schedules attached);
“Affiliate”	means in relation to any body corporate, any Holding Company or Subsidiary of such body corporate or any Subsidiary of a Holding Company of such body corporate, as such terms are defined in section 1159 of the Companies Act 2006;
“BCAP Code”	means the Broadcast Committee of Advertising Practice Code and accompanying guidance (as amended or superseded from time to time);
“Brand”	means the relevant brand of the Brand Owner as may be set out in the Particulars which is the subject of this Agreement;
“Bribery Act”	means the Bribery Act 2010 (as amended or superseded from time to time);
“Broadcaster”	means the broadcaster (if any) identified in the Particulars;
“Campaign Period”	means the campaign period for each of the types of activities detailed in the Particulars;
“Client”	means (a) the Agency acting on behalf of the Brand Owner; (b) where there is no Agency, the Brand Owner; or (c) where the context indicates, both the Agency and the Brand Owner together;
“Commencement Date”	means, notwithstanding a later date of signature, the earliest start date of a Campaign Period(s) specified in the Particulars;
“Control”	has the meaning ascribed to it by Section 840 of the Income and Corporation Taxes Act 1988;
“Creative Brief”	means the document provided by Sky to Client which sets out the timeframes for delivery of all relevant materials by the Client to Sky which are required by Sky in order to launch the Sponsorship campaign contemplated in the Particulars;
“Device”	means any device by which a viewer is able to access the content made available by Sky, including without limitation personal computers (including laptops and macs), iOS devices (including iPhones, iPod, iPod touch, iPads), Microsoft Windows devices (including mobile phones and tablets), games consoles (including Sony PS3, Xbox and Nintendo Wii); internet connected or smart televisions or connected Blu-ray or DVD players, LG Netcast devices (including connected TVs, BluRay players, Internet media players, connected sound bars and speaker bars), Humax and YouView set top boxes, Android operating system tablets and mobile phones, Roku set top boxes (including the Roku set top box branded “Now TV”), a smartphone, tablet, and the Now TV box;

“Digital Properties”	means the digital properties (if any) detailed in the Particulars;
“Fee”	means the fee set out in the Particulars;
“Force Majeure”	means any event beyond the reasonable control of either Sky or the Brand Owner or Agent, as applicable, and shall include (but not by way of limitation) strikes, lockouts, riots, sabotage, acts of war, terrorism, hostilities or piracy, any law, destruction of essential equipment by fire, explosion, storm, flood, earthquake, satellite and/or transmission failure and delay caused by failure of power supplies or transport;
“Intellectual Property Rights”	means all copyright, database rights, patent rights, design rights, moral rights, trade marks, domain names, know-how and any other intellectual property rights and similar rights (whether registered or unregistered) including any application for registration of any such right anywhere in the world;
“Ofcom”	means the Office of Communications or any replacement or successor body or bodies;
“Ofcom Codes”	means all relevant codes and guidance published by Ofcom applicable to the Programme or Sponsorship Credits or any other promotional/advertising activity described in the Particulars, as may be amended or superseded from time to time, including the Ofcom Broadcasting Code and accompanying guidance;
“On Demand (Pull VOD)”	means the VOD service offered by Sky (or any of its Affiliates) to certain subscribers that facilitates such subscribers to view television programmes which are delivered by means of any form of electronic transmission to Sky Set Top Boxes for viewing on a VOD basis on any audio-visual monitor;
“On Demand (Push VOD)”	means the VOD service offered by Sky (or any of its Affiliates) to certain subscribers that facilitates such subscribers to view television programmes which are delivered by means of DTH to Sky Set Top Boxes for viewing on a VOD basis on any audio-visual monitor;
“Particulars”	means the document containing the details of the sponsorship to which these terms and conditions apply;
“Programme”	means the programme(s) set out in the Particulars, as transmitted by Sky from time to time. Where the Client sponsors a particular strand of programming, “Programme” shall be deemed to mean all the programmes within the relevant strand of programming as set out further in the Particulars;
“Relevant Laws”	means any applicable laws, statutes, regulations and relevant industry codes of practice (including without limitation, the Broadcasting Act 1990 and 1996, the Communications Act 2003, the CAP code, BCAP Code, the Ofcom Codes, and Bribery Act) as may be updated from time to time;
“Set Top Box”	means a set top box, decoder or other equivalent device (whether or not integrated into a television set or other audio-visual monitor) which is installed at a place of reception and is capable of receiving and decoding (i) satellite transmissions received via a satellite dish at the place of reception (including, for the avoidance of doubt, a place of multiple occupation and any device used as part of any satellite

master antennae systems (known as "SMATV")) and/or (ii) electronic transmissions using internet protocol or equivalent for the purpose of viewing the content contained in those transmissions at that place of reception;

"Sky Platform"

means any platform by which Sky makes its content available to viewers, including but not limited to satellite, cable, digital, internet and video on demand (VOD);

"Sponsorship Credit"

means any sponsorship credit (including without limitation all trade marks, branding and content contained therein) to be transmitted in conjunction with the Programme across the Sky Platforms, as detailed in the Particulars;

"Term"

means the term of this Agreement, starting on the Commencement Date and ending on the Termination Date;

"Termination Date"

means the earliest of the: (i) latest end date of a Campaign Period(s), and (ii) the date this Agreement is terminated in accordance with its terms;

"Territory"

means the United Kingdom, the Isle of Man, the Channel Islands and, for Sky wholly owned channels (only if included as part of this Agreement as set out in the Particulars) the Republic of Ireland; and

"VOD"

means video on demand.

1.2 Interpretation

1.2.1 References to 'person' shall include any individual, firm, government, state or agency of a state or any joint venture or association (whether corporate or incorporate);

1.2.2 References to a statute or regulation shall be deemed to extend to any statute or regulation passed in substitution therefore or substantially re-enacting or consolidating the same;

1.2.3 Headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement; and

1.2.4 Words in the singular shall include the plural, and vice versa.

2. **PROGRAMME SPONSORSHIP**

2.1 Sky hereby agrees to provide or procure the sponsorship of the Programme by the Client as described in the Particulars during the Campaign Period within the Territory and subject to the terms and conditions of this Agreement.

2.2 The intended transmission dates and times for the Programmes may be set out in the Particulars, however Sky may change the dates and/or timing of transmission of any Sponsorship Credits or Programmes. Without prejudice to the provisions of Clause 10 (*Limitation of Liability*), all Programmes are subject to suspension, cancellation or modification (including without limitation changing the name of the Programme) at the discretion of Sky. The sponsorship of the Programme is subject to any applicable regulatory restrictions.

2.3 The sponsorship of the Programme is subject to Sky obtaining all necessary licences, consents and authorisations from third parties (including without limitation the rightsholder(s) of the Programme).

- 2.4 For the avoidance of doubt, Sky will not be prohibited from also carrying advertisements, promotions or sponsorship of any other programmes for any product or business competitive to the product or business of the Client.

3. CREATIVE

- 3.1 Notwithstanding any other provision of this Agreement, Sky shall retain editorial control of the Sponsorship Credits and the Programmes at all times. Sky reserves the right in its absolute discretion to do any act or thing in respect of the transmission of a Sponsorship Credit or part thereof which it deems necessary, acting reasonably (including without limitation the editing, modifying, fading or cutting thereof).
- 3.2 All contents of the Sponsorship Credits are subject to Sky's approval. Any approval by Sky will not be deemed to constitute a waiver of Sky's rights hereunder. Sky reserves the right at all times in its absolute discretion to:
- 3.2.1 reject or cancel the transmission of any Sponsorship Credit which it deems necessary, acting reasonably; or
- 3.2.2 remove any Sponsorship Credit from the transmission of a Programme which it deems necessary, acting reasonably.
- 3.3 Sponsorship Credits shall only be transmitted by Sky if they are approved by Sky, satisfy Sky's technical requirements and comply with Relevant Laws. Where Sky (or Sky's nominated production company) is to produce the Sponsorship Credits, the Client shall ensure delivery of branding (whether by it or a third party on its behalf) and any other design materials to Sky in the format required by Sky within the timeframes set out in the Creative Brief, unless otherwise agreed with Sky. Where the Client is to produce the Sponsorship Credit, the Client shall ensure that the Sponsorship Credit and any other materials are delivered to Sky in the format required by Sky and within the timeframes set out in the Creative Brief. Failure to comply with this paragraph may result in the Sponsorship Commencement Date being delayed. The Client acknowledges and agrees that notwithstanding any delay to the Commencement Date due to non-compliance with this clause, the Fee shall still be payable.
- 3.4 If Sky removes, rejects or does not approve a Sponsorship Credit, Sky shall notify the Client as soon as reasonably practicable, following which the Client shall submit an alternative Sponsorship Credit at its own cost in accordance with the time frames designated by Sky.

4. SKY PLATFORMS

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

5. TERMS OF PAYMENT

- 5.1 Sky shall invoice the Client for the Fee less the agreed Agent's commission (such commission to be 15% unless stated otherwise in the Particulars) as stated in the Particulars, or if not stated in the Particulars, at the end of the first calendar month of the Commencement Date. Unless otherwise expressly agreed by the parties in writing, the Client must ensure that payment is made to Sky in pounds sterling no later than the 25th of the first calendar month following the calendar month in which the invoice is dated. For the avoidance of doubt, the Brand Owner shall be responsible for the payment of any commission to the Agent. The

Client and Sky acknowledge that for the purposes of standard industry practice the Fee represents the 'gross' value of the sponsorship under this Agreement (i.e. inclusive of agency commission but exclusive of VAT). The Brand Owner acknowledges and agrees that Sky is in no way liable for the payment of any agency commission to the Agent or otherwise and that if the Agent fails to perform any relevant obligation under this Agreement on the Brand Owner's behalf (including without limitation paying the Fee) then the Brand Owner shall remain liable for the full performance of such obligation.

- 5.2 The Client must pay the Fee as specified in the Particulars and Clause 5.1 above and all VAT at the relevant rates prescribed by law (and all similar sales tax (if applicable)). All amounts paid by the Client and Agent (if any) after the due date will bear interest at the rate of two percent (2%) (or the highest rate permitted by law, if less) above the base lending rate of Barclays Bank plc, from time to time, from the date when payment was due until the date of payment is received, whether before or after judgment. In the event of any failure by the Client to make payment: (i) the Client will be responsible for all expenses (including legal fees) incurred by Sky in collecting the amounts due; and/or (ii) without affecting any other rights which it may have, Sky may suspend the broadcast or transmission of the Sponsorship Credit until the relevant amount is paid and charge, in addition to all other sums due under this Agreement, including any costs associated with removing the Sponsorship Credit from the Programme, the digital or VOD service (where applicable) or any broadcast or transmission on any Sky Platform.
- 5.3 All amounts in this Agreement are expressed as exclusive of VAT (unless stated otherwise) which shall be paid by the applicable party at the prevailing rate and in the manner prescribed by law at the date of invoice. The Client shall not be entitled and hereby waives any right to exercise any lien or make any deduction by way of set-off, counter-claim or otherwise against the Fee except as specifically provided in this Agreement or as may be required by any statute or government regulation. If the Client is required to deduct any withholding taxes, the Client shall pay such additional amounts to Sky such that Sky receives an amount after withholding tax payment which is equivalent to an amount that would be received by Sky if there had been no requirement to withhold tax.

6. LICENCE AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 Without prejudice to any rights Sky may have under law, the Client hereby grants to Sky a worldwide, non-exclusive, royalty-free licence to reproduce and display the Sponsorship Credits (including all content, trade marks and brand features contained therein) across any and all of the Sky Platforms. The Client acknowledges that it will ensure such Sponsorship Credit is cleared for transmission and/or access by viewers across all Sky Platforms in the manner permitted by Sky from time to time, including without limitation:
- 6.1.1 on a simultaneous or onward streamed basis from the Set Top Box or other technology to any Set Top Box or other Device within or outside of the home; and
- 6.1.2 the streaming, downloading, side-loading or other form of access by a viewer of any recordings that have originated from the Set Top Box or other technology to any other Device or Set Top Box within or outside of the home.
- 6.2 The Client grants to Sky the express right to:
- 6.2.1 reproduce throughout the world screen shots of all or part of the Sponsorship Credits supplied by the Client to Sky on or in any promotional or advertising material or campaign promoting or advertising Sky Platforms; and
- 6.2.2 include the Sponsorship Credits within a channel (or programme) which is received by a viewer by VOD means, or by means of an onward simultaneous stream.
- 6.3 Where the Client produces the Sponsorship Credits, all Intellectual Property Rights in such Sponsorship Credits provided by the Client (excluding Sky's and/or the Broadcaster's trade

marks and other intellectual property) shall remain the property of the Client. For the avoidance of doubt, where the Client wishes to use Sponsorship Credits provided under this Clause 6.3 after the term and the Sponsorship Credits include Sky's intellectual property or any Broadcaster intellectual property (including but not limited to its trade marks and any part of the Programme) such intellectual property must be removed prior to such further use.

- 6.4 All legal and beneficial interest in any Intellectual Property Rights relating to the materials, video, audio, graphics, text, data or software provided by or on behalf of Sky for the purposes of this Agreement, including, any materials created for the Sponsorship Credits (however excluding the Client's trade marks) and all templates, formats, documents, drawings and all other items produced, developed, utilised or supported by or on behalf of Sky in relation to the Sponsorship Credits or otherwise, shall remain the property of Sky and/or its Affiliates or licensors (as appropriate). For the avoidance of doubt, where Sky develops or pays for a third party to develop the Sponsorship Credits for the Client, such Sponsorship Credits shall be deemed to be supplied by or on behalf of Sky for the purposes of this Clause 6.4 unless otherwise agreed in writing. To the extent that any legal or beneficial interest in Intellectual Property Rights relating to the subject matter referred to in this Clause 6.4 should for any reason vest in the Client, the Client and (if appropriate) the Agent hereby assigns (including by way of present assignment of future copyright, where applicable) such interest to Sky. For the avoidance of doubt, the Client shall not use Sponsorship Credits provided under this Clause 6.4 after the end of the Term without Sky's prior written approval.
- 6.5 Where applicable and without prejudice to the generality of Clauses 6.3 and 6.4 above, the Client and (if appropriate) the Agent agrees that all Intellectual Property Rights in the Digital Properties including the domain name and all materials and features contained on or in such Digital Properties and all underlying pages shall at all times be vested in and belong to or be under the control of Sky (or its licensors as the case may be) and the Client shall not acquire any rights or interest in or to such Digital Properties or their underlying pages or any such materials or features of any nature save for the Client's trade marks.
- 6.6 Unless otherwise agreed in writing the Client and Agent (if any) are not entitled to, and shall not reproduce, display or otherwise use the title, logo, character(s), images, graphics, video, audio or any other element of the Programme for any purpose.
- 6.7 Where the Client is an Agent, the Agent undertakes warrants and represents that it has the authority to grant the above licences from the Brand Owner to Sky in accordance with the provisions of this clause.

7. NO ASSIGNMENT OR RE-SALE OF SPONSORSHIP

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

8. REPRESENTATIONS AND WARRANTIES

- 8.1 Where the Client is an Agent, the Agent warrants that:
- 8.1.1 it contracts with Sky as principal and undertakes to perform all obligations of the Client under this Agreement as principal, notwithstanding that it may also be acting as an advertising agency or media buyer or in some other representative capacity;

- 8.1.2 without prejudice to Clause 8.1.1, it has all relevant authority and permissions from the Brand Owner (i) to bind the Brand Owner to the terms and condition of this Agreement; and (ii) that are necessary for the Agency to perform all the Client's obligations under this Agreement (including the "Advertiser" obligations set out in Schedule 1, if applicable);
- 8.1.3 that the Brand Owner has been provided with and approved a copy of this Agreement;
- 8.1.4 without prejudice to the indemnities required under this Agreement, it undertakes to indemnify Sky against any claims, liabilities, losses, damages, fees and expenses of any kind (including legal fees and costs) suffered or incurred by Sky as a result of:
 - (A) a breach of any of the warranties contained in Clauses 6.7, 8.1.1, 8.1.2, 8.1.3 and 8.3; and
 - (B) any claim or action made against Sky by the Brand Owner and/or any of the Brand Owner's Affiliates in relation to any matter under this Agreement; and
- 8.1.5 it shall be responsible for the payment of accounts, unless other arrangements are agreed in writing.
- 8.2 Without prejudice to Clause 8.1, where the Client is an Agent, the Agent and the Brand Owner are jointly and severally liable for any breach of a Client's obligation under this Agreement.
- 8.3 The Client warrants and represents to Sky for the duration of the Term that:
 - 8.3.1 it will be responsible for obtaining and paying for all necessary licenses and consents for the transmission of the Sponsorship Credits across all Sky Platforms in the manner described herein;
 - 8.3.2 it holds all necessary rights to permit the use, reproduction, display, transmission and distribution of the Sponsorship Credits in the manner specified in this Agreement, including the right to grant Sky such rights (which, for the avoidance of doubt, in the event that any Sponsorship Credits contains a sound recording (the "**Recording**"), which shall include but not be limited to all consents and permissions from (i) the copyright owners of the musical and/or literary composition(s) reproduced on the Recording; and (ii) labour organisations including the Musicians' Union for which the Client shall pay all re use payments, royalties and other sums required for such consents and permissions);
 - 8.3.3 where the Client has provided the material for the Sponsorship Credits, it has obtained all Intellectual Property Rights and other third party rights, and all appropriate consents, clearances and licences for the Sponsorship Credits (including without limitation music rights and performance rights);
 - 8.3.4 the Sponsorship Credits do not contain anything which defamatory, obscene, false or misleading;
 - 8.3.5 the Sponsorship Credits do not contain any references to or logos of or representations of (whether spoken, in text or picture form) any entity other than the Brand Owner. For the purposes of this sub-clause 8.3.5, any Affiliate of the Brand Owner or other divisions within the Brand Owner shall be deemed to be entities which are not the Brand Owner;
 - 8.3.6 the Sponsorship Credits comply with all Relevant Laws; and
 - 8.3.7 any Sponsorship Credit transmitted pursuant to this Agreement either:

- (A) does not constitute a financial promotion within the meaning of the Financial Services and Markets Act 2000 (“Act”) or other applicable law; or
- (B) has been approved by an ‘authorised person’ within the meaning of the Act or is otherwise permitted under the Act or an exemption order thereto and the Client has expressly notified Sky in writing of this.

8.4 Sky warrants and undertakes that it has the legal right and authority to enter into this Agreement and is not bound by any previous agreement which adversely affects this Agreement.

8.5 Each party will comply with Relevant Laws in connection with the performance of its obligations under or in connection with this Agreement.

9. INDEMNITY

9.1 The Client agrees to indemnify and keep indemnified Sky (for itself and on behalf of its Affiliates, officers, contractor’s and employees) and hold Sky, its Affiliates, officers, contractor’s and employees harmless against any and all liabilities, costs, expenses, damages and losses of any kind (including legal fees and costs) incurred by Sky, its Affiliates, officers, contractor’s and/or employees and/or operator as a result of any claims, actual or threatened, relating to any Intellectual Property Rights infringement, breach of confidentiality and/or breach of any Relevant Laws arising in connection with this Agreement.

9.2 The Client shall co-operate fully with Sky and provide free of charge all assistance that is reasonably required as a result of any challenge by Ofcom (or otherwise) in connection with the sponsorship of the Programme or any additional sponsorship.

10. LIMITATION OF LIABILITY

10.1 If Sky fails to broadcast any Programme for any reason whatsoever or transmit the number of Sponsorship Credits as provided in this Agreement (or in the event of any other failure, technical or otherwise, of such Sponsorship Credit to appear as provided in this Agreement), Sky’s liability will be limited (at the option of Sky) to either:

10.1.1 transmitting the Sponsorship Credit as soon as is reasonably practicable in the period following the period during which the Sponsorship Credit was scheduled to run and for such time as is necessary to generate a number of broadcasts of the Sponsorship Credit equal to the shortfall; or

10.1.2 providing the Client with sponsorship and/or advertising opportunities of a value equal to the shortfall, using Sky’s then-current market rates.

10.2 In no event shall Sky be liable to the Client and Agent (if any) for any direct or indirect economic loss of any kind including (without limitation) any direct or indirect loss of profits, business, contracts, revenues, goodwill, production and anticipated savings arising from: (i) the broadcast, or any failure to broadcast in a timely manner or at all, any Sponsorship Credits or Programmes in accordance with this Agreement; or (ii) any other breach by Sky of the terms of this Agreement.

10.3 In no event shall Sky be liable for:

10.3.1 any loss or damage to any design materials, video, audio or Sponsorship Credits supplied by/on the behalf of the Client whether at Sky’s premises or in transit; and

10.3.2 any loss or damage arising as result of the content of any Programme;

whether caused by Sky’s negligence or otherwise. Unless otherwise instructed, Sky may destroy any materials supplied by the Client 30 days following the end of the Campaign Period.

- 10.4 Without prejudice to the provisions of Clauses 10.1 to 10.3 inclusive, subject to Clause 10.6, in the event that Sky is held liable for damages or losses suffered by the Client (including the Brand Owner) howsoever arising, the maximum liability that Sky shall have towards the Client in respect of any act or omission and any related series of acts or omissions shall be the Fee paid to Sky by the Client under this Agreement.
- 10.5 The Client and Agent (if any) each acknowledge that Sky provides the Client or Agent (if any) with any estimated audience numbers only as a courtesy to the Client or Agent (if any) and Sky will not be held liable for any claims (whether for negligence, misrepresentation or otherwise) relating to any audience statistics however supplied.
- 10.6 Notwithstanding any other provision of this Agreement, neither party limits or excludes its liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

11. TERMINATION

- 11.1 This Agreement shall terminate automatically upon completion of all the Campaign Periods set out in the Particulars unless terminated earlier pursuant to this Clause 11.
- 11.2 Without prejudice to its other rights and remedies, Sky shall be entitled to terminate this Agreement in whole or in part immediately at any time by giving notice in writing to the Client if:
- 11.2.1 the Brand Owner or Agent (if any) fails to observe or perform any of its obligations hereunder and, where such failure is capable of remedy, does not remedy such failure within 7 days after being served notice to do so;
 - 11.2.2 the Brand Owner or Agent (if any) fails to comply with its obligations to pay the Fee as set out in Clause 5 (*Terms of Payment*) of these Standard Terms and Conditions;
 - 11.2.3 the Brand Owner or Agent (if any) becomes insolvent, a party passes a resolution for either of winding up or dissolution of the Client or Agent (if any), an administration order is made against the Client or Agent or a receiver is appointed over, or takes possession of, the assets of the Client or Agent;
 - 11.2.4 the activities or conduct of the Brand Owner or activities relating to the Brand Owner's business are of such a nature that Sky reasonably considers that the continued sponsorship of the Programme would be detrimental to the reputation of Sky and/or the Programme or otherwise damaging to the Sky brand;
 - 11.2.5 the Brand Owner or Agent (if any) undergoes a change of control (for the purposes of this paragraph "change of control" shall occur where (i) a person who is not an Affiliate of the Client gains Control of the Client; or (ii) any person obtains any form of influence over the management of the Client and Sky reasonably believes such influence would be harmful to Sky's business or the business of any of its Affiliates);

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

- 11.3 In the event that this Agreement is terminated pursuant to any of Clauses 11.2.1 – 11.2.3 inclusive, without prejudice to its rights and remedies, Sky shall be under no obligation to transmit any Sponsorship Credit or to refund any Fee or other amounts paid by the Client to Sky in respect of sponsorship which has not been provided.
- 11.4 Notwithstanding Clause 11.1, the Client shall be entitled to terminate this Agreement forthwith at any time by giving notice in writing to Sky if:

11.4.1 Sky is in material breach of any of its obligations hereunder and, where such breach is capable of remedy, does not remedy such breach within 7 days after being served notice to do so; or

11.4.2 Sky becomes insolvent, a party passes a resolution for the winding up or dissolution of Sky, an administration order is made against Sky or a receiver is appointed over, or takes possession of, the assets of the Sky.

12. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

12.1 Neither Sky nor the Client shall make any public or press announcement, press release, communication or statement concerning this Agreement without the other parties' prior written consent, such consent not to be unreasonably withheld or delayed. For the purposes of clarity, the parties agree that any breach of this Clause 12 shall constitute a material breach of this Agreement.

12.2 Each of Sky and the Client undertakes, subject to Clauses 12.3.1 and 12.4 below, that it will treat as confidential the terms of this Agreement together with all information it obtains about either of the other parties concerning the business, finances, revenues/prices, technology and affairs of the other parties generally and each of the parties' respective obligations hereunder or otherwise in connection with this Agreement and regardless of its nature ("**Confidential Information**"), and will not disclose such information to any person except in accordance with this Clause 12 and will not use such Confidential Information other than for the purposes of this Agreement subject always to any prior specific authorisation in writing by the relevant party who disclosed/ owns the Confidential Information.

12.3 Neither party shall disclose Confidential Information to any third party (other than to its own employees and officers in accordance with this Clause 12), except for information that:

12.3.1 is in the public domain other than by default of the recipient party;

12.3.2 is obtained by the recipient party from a bona fide third party having no apparent restraint on its free right of disposal of such information;

12.3.3 is or has already been independently generated by the recipient party;

12.3.4 is reasonably passed on to third parties by Sky for the purposes of undertaking credit and risk management; or

12.3.5 is required to be disclosed by law (or applicable regulation, including, the Listing Rules of the Stock Exchange and the City Code on Takeovers and Mergers) or the valid order of a court of competent jurisdiction, or the request or direction of any governmental or other regulatory authority or agency provided that the recipient party shall notify the disclosing party promptly of any such potential requirement (and, if possible, prior to making any such disclosure) and shall use all reasonable endeavours to seek confidential treatment of any such information.

12.4 Notwithstanding any other provision of this Agreement, it shall not be a breach of this Agreement for any of the parties to disclose any information given to them in connection with this Agreement for statutory auditing purposes or pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third party with statutory power to require the disclosure of such information, provided that the affected party gives all reasonable notice of such disclosure to the other parties.

12.5 The provisions of this Clause 12 shall expressly survive the termination, completion or assignment of this Agreement.

13. GENERAL

13.1 Insurance

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

13.2 Entire Agreement

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

13.3 Force Majeure

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

13.4 Terms and Conditions and Waiver

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

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

13.5 Survive Termination

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

13.6 Severability

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

13.7 Third Party Exclusions

Save where indicated otherwise (including Clause 8 (*Representations and Warranties*)), this Agreement does not create or infer any third party rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise at law enforceable by any person who is not a party to this Agreement.

13.8 **Governing Law**

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