

1. Definitions and Interpretation

1.1 Unless the context requires otherwise, capitalised words and phrases have the meaning assigned to them as follows or in the body of these Terms and Conditions:

“**Agreement**”: the contract between Sky and you for the sale and purchase of Deliverables under an Order which has been accepted in accordance with clause 2, and incorporating these Terms and Conditions;

“**AI**” has the meaning given to it in clause 3.3;

“**Confidential Information**”: any Order, data (including Sky 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 disclosing party and in the case of Sky, including the Sky Group and Service Beneficiaries;

“**Control**”: the power of a person, company, association, or other separate legal entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and “**Controlled**” shall be construed accordingly;

“**Deliverables**”: the goods, licences and/or services (and any output, items and results from the services) described in the Order, whether or not they have been created in part or in full or are work in progress, and/or delivered or performed pursuant to the Agreement;

“**Indemnified Entity**”: any Sky Group member;

“**IPR**”: all copyrights and any right, title or interest in patents, rights to inventions, databases, designs, trademarks, trade names, domain names, service marks, trade secrets, know-how and other intellectual property rights in each case registered or unregistered, and including all applications and rights to apply for and be granted, renewals, or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future anywhere in the world;

“**Law/s**”: all (a) statutes, regulations, by-laws, ordinance or subordinate legislation in force from time to time; (b) common law and the law of equity; (c) binding court orders, judgments or decrees; (d) applicable industry codes, policies or standards enforceable by law; and (e) applicable legally binding directions, policies, requirements, codes, principles, rules or orders of a regulator;

“**Local Country Amendments**” or “**LCAs**”: the local country amendments to these Terms and Conditions applicable to any Orders placed by Sky Italia S.r.l. (or any other entities registered in Italy within the Sky Group), and/or Sky Deutschland Fernsehen GmbH & Co. KG (or any other entities registered in Germany or Austria within the Sky Group), as set out in Schedule 1 and Schedule 2 respectively;

“**Loss**”: all direct and indirect losses including: (a) loss of profits, loss of revenue, loss of anticipated savings, loss of contracts, loss of bargain, loss or corruption of data, increased costs of working and any consequential, indirect or economic loss, (b) fines, penalties, tax liabilities such as income tax, National Insurance Contributions (“**NICs**”), apprenticeship levy and/or other similar social security contributions required to be accounted for to a relevant tax authority, (c) related interest, demands, liabilities, claims (threatened or actual), proceedings and damages, and (d) 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). Where a Service Beneficiary is a recipient of the Deliverables, any Loss suffered or incurred by the Service Beneficiary shall be deemed a Loss suffered by Sky;

“**OPWR**”: the off-payroll working rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003;

“**Open-Source Software**” means any open-source software, freeware, software licensed under the General Public Licence or any similar licence containing a “copyleft” requirement or any other software programs which are licensed under any form of open-source licence meeting the Open-Source Initiative’s open-source definition from time to time;

“**Order**”: Sky’s purchase order for the Deliverables;

“**Service Beneficiary**”: any service provider of the Sky Group, any third-party entity (including a joint venture) to whom we provide, or a member of the Sky

Group provides, technical, infrastructure or enterprise services, and/or any other recipient permitted to receive the Deliverables, together with any of their respective directors, employees, officers, agents, successors, and assigns and contractors;

“**Sky Data**”: any data and metadata including Confidential Information, (a) we, or any third-party on our behalf or at our direction, gives or makes available to you, or which is input into your systems or technology; (b) you store, transmit, access, receive, collect, generate or otherwise process in the course of providing the Deliverables under the Agreement; (c) is related to Sky’s use of the Deliverables; and/or (d) is created from a combination of any of the data aforementioned;

“**Sky Group**”: means Sky Limited and any legal entity that: (a) is a direct or indirect parent or subsidiary undertaking of Sky Limited as defined in s1162 of the Companies Act, 2006 (as amended); or (b) directly or indirectly: (i) is Controlled by Sky Limited (ii) Controls Sky Limited; or (iii) is under substantially common Control with Sky Limited;

“**Sky Limited**”: the company registered in England & Wales under company number 02247735 with its registered office address at Grant Way, Isleworth, Middlesex, TW7 5 QD;

“**Sky Policies**”: Sky’s business policies and standards as amended from time to time, including (a) the Supplier Security Standard, (b) the Sky/Comcast Code of Conduct available at <https://corporate.comcast.com/values/integrity/our-suppliers-and-business-partners>, and (c) the policies available at <https://www.skygroup.sky/suppliers>;

“**Supplier Security Standard**”: the minimum security standards expected of suppliers to the Sky Group, and other third parties that will have access to or will process Sky Data, the latest version is available at <https://www.skygroup.sky/corporate/about-sky/Suppliers>;

“**Sky**”, “**we**”, “**us**” or “**our**”: the Sky Group entity raising the Order;

“**Sky CP Amendments**”: the amendments to these Terms and Conditions applicable to any Orders placed by Sky CP Limited (or any other entities within the Sky Group) for Deliverables that they intend to distribute, or include in products they intend to distribute, to their customers and/or the customers of any member of the Sky Group, as set out in Schedule 3;

“**Special Terms and Conditions**”: a variation of these Terms and Conditions agreed and signed by you and Sky, which applies to a particular Order or is to apply as a framework to several Orders to be raised for specific goods, licences and services under these Terms and Conditions;

“**Supplier**”, “**you**” or “**your**”: the addressee of an Order;

“**Supplier Personnel**”: all your employees, workers, sub-contractors or agents; and

“**Terms and Conditions**”: these terms and conditions for the purchase of goods, licences and services, including the Annexures and, where applicable, the Schedules.

1.2 Use of the singular includes the plural and vice versa; a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated and established. The Agreement shall be binding on, and be available to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors and permitted assigns. References to “other”, “include”, “including” and “in particular” are construed as being without limitation. Clause, Schedule, and paragraph headings shall not affect the interpretation of the Agreement. Clauses, Schedules, and Appendices are to clauses of, schedules to, and appendices to this Agreement; references to paragraphs are to paragraphs of the relevant Schedule. Any Laws (including any Laws specifically mentioned in this Agreement) shall be construed as a reference to that Law or provision as amended, updated, extended, re-enacted or consolidated and in force from time to time. 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. References to “any” means “any” or “all” as the context requires.

1.3 In the event of any conflict and/or inconsistency between these Terms and Conditions and: (a) Orders placed by Sky Group companies registered in the United Kingdom, these Terms and Conditions shall govern to the extent required to resolve such conflict or inconsistency unless an Order or Special Terms expressly amends or replaces the conflicting or inconsistent term, or (b) the relevant LCA for Orders placed by Sky Italia S.r.l (or any other entities registered in Italy within the Sky Group) and/or Sky Deutschland Fernsehen GmbH & Co. KG (or any other entities

registered in Germany or Austria within the Sky Group), the terms of the relevant LCA shall govern to the extent required to resolve such conflict or inconsistency unless an Order or Special Terms expressly amends or replaces the conflicting or inconsistent term; or (c) the Sky CP Amendments for Orders placed by Sky CP Limited (or any other entities within the Sky Group) for Deliverables that they intend to distribute, or include in products they intend to distribute, to their customers and/or the customers of any member of the Sky Group, the terms of the Sky CP Amendments shall govern to the extent required to resolve such conflict or inconsistency unless an Order or Special Terms expressly amends or replaces the conflicting or inconsistent term.

2. Acceptance of Order

2.1 A Sky Group entity may place Orders with you under these Terms and Conditions (including and incorporating, where relevant, the Local Country Amendments), thereby creating a separate and discrete contractual relationship between you and that Sky Group entity. In the absence of any express reference to a Sky Group entity, the contracting party for an Order with you under these Terms and Conditions shall be Sky UK Limited (02906991). The Order constitutes an offer by us to purchase the Deliverables in accordance with these Terms and Conditions.

2.2 Nothing in these Terms and Conditions or otherwise shall oblige us to request any Deliverables from you.

2.3 Unless otherwise stated to the contrary in an Order, Sky has the right to pass-through, or allow access to, the Deliverables to Service Beneficiaries.

2.4 The Agreement shall be deemed to be accepted by you on the earlier of (a) the signature of the Order by authorised representatives of both parties to it, (b) you doing any act consistent with fulfilling the Order, or (c) any implied or express communication of acceptance of the Order by you, and, in each case, shall constitute acceptance by you of the Order on these Terms and Conditions and incorporating the Local Country Amendments (where applicable), except insofar as these Terms and Conditions are explicitly referenced and varied by (i) the Order; or (ii) any Special Terms and Conditions. These Terms and Conditions apply to the Agreement to the exclusion of any terms that you seek to impose or incorporate on any quote, invoice, order form or other documentation, or which are implied by law, trade custom, practice or course of dealing and you waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any supplier documents that is inconsistent with these Terms and Conditions.

2.5 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, licences and/or services predating the Order.

3. Supply of Deliverables

3.1 You shall supply the Deliverables specified in each Order 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 terminate the Agreement with immediate effect, in whole or in part, in accordance with clause 9.1 and you shall promptly repay us any monies that we have paid to you for Deliverables not received or returned to you (at your cost) due to your failure to deliver the Deliverables on time. 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.

3.2 All international deliveries shall be governed by the Incoterms 2020 DDP, in the following format "DDP, (address of delivery location), 2020 Incoterms", which shall take precedence over these Terms and Conditions to the extent of any conflict.

3.3 You shall not make any use of artificial intelligence (including generative artificial intelligence) ("AI") in your performance of the Deliverables or incorporate any AI into any part of the Deliverables without our express prior written approval (including in circumstances where the request for you to make use of AI was initiated by us). If required by Sky, we shall be entitled to consider the use cases being contemplated by you and to carry out a risk assessment as regards to your proposed use of any AI. You shall act in cooperation with Sky and comply with our reasonable requests for information in this regard, including any detail as to the extent of your insurance cover and terms as regards the proposed use by you of any AI.

3.4 If we approve your use of AI in accordance with clause 3.3 above, you warrant and undertake that you shall comply with: (a) any additional terms that may be required by us in connection with the use of any such AI, including relating to the apportionment of liability prior to the provision of the Deliverables which is to comprise (in whole or in part) of AI output, (b) any Laws and/or professional conduct standards, and (c) any third party terms and conditions or rights. Your provision of the Deliverables, and the Deliverables themselves, will be at the same or higher standard than if AI was not used, and all outputs generated from AI tools will be reviewed by a human (unless we otherwise agree in writing).

3.5 Notwithstanding any approval we give for your use of AI, you agree that you remain fully responsible for the Deliverables and your obligations under the Agreement. You shall keep comprehensive records showing how AI has been used in connection with the provision (directly or indirectly) of Deliverables and you agree that such records may be audited in accordance with clause 14.

4. Acceptance of Deliverables

4.1 Deliverables may be subject to inspection, testing and subsequent acceptance by us.

4.2 If supply of Deliverables (or part thereof) pursuant to the Agreement, whether or not inspected, tested or approved by us, is incomplete, defective, or do not comply with the requirements of the Agreement, or are otherwise not of satisfactory quality or fit for purpose then, without limiting Sky's other rights or remedies at law or under this Agreement, we may accept or reject the Deliverables so supplied (in whole or in part) and/or may: (a) require you to promptly (and in any event within 14 days) repair, replace or re-perform the relevant Deliverables to accord to the Agreement and at your own risk and expense; 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) require you to compensate us in an amount equal to the charges paid or payable for the rejected goods or as reasonably determined by us; or (d) terminate the Agreement in respect of all or any part of the Deliverables in accordance with clause 9.1, in which event no further charges shall be due or payable by us in respect of the Deliverables and you shall promptly repay us any monies that we have paid to you: (i) as prepayment for Deliverables not received; and (ii) for rejected Deliverables.

4.3 Unless otherwise specified in an Order, the acceptance procedure set forth in this clause 4 shall apply to Deliverables. 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 and without limiting our other rights or remedies at law or under this Agreement) be returned to you at your expense and risk, and you shall pay all our associated costs in doing so.

5. Warranties

5.1 Each party warrants and represents that it has (and shall have) full power and authority to enter into, and perform, the Agreement and it has (and shall have) undertaken all requisite corporate and other actions to approve the signature and performance of this Agreement.

5.2 You, and on behalf of the Supplier Personnel, represent and warrant to us that:

- (a) you are of sound financial standing, and that you are not aware of any circumstances which may adversely affect that financial standing in the future;
- (b) you have the right, power and authority, and all necessary rights, permissions, licences, title, accreditations and approvals to grant us any IPR under the Agreement and to carry out your obligations under the Agreement;
- (c) the Deliverables correspond strictly with any and all of our requirements or specifications (oral or in writing) supplied to you, or agreed with you, by us or on our behalf and none of the Deliverables to be provided under the Agreement shall contain any material defects and are of satisfactory quality, free from errors and fit for purpose;
- (d) all software comprising or comprised in any Deliverable under the Agreement will be free of any material defects and checked with an up-to-date virus checker immediately prior to delivery and you will otherwise act in accordance with best industry practice to prevent any viruses being introduced into such software or any of our hardware or computer programs or any other information technology equipment or platforms in its possession, control or dominion or any equipment and/or software of ours;
- (e) you shall not incorporate, use, or otherwise integrate any AI or Open-Source Software in your performance of the Deliverables or into any part of the Deliverables without our express prior written approval;
- (f) the Deliverables (and you in your provision thereof including your use of Sky Data) comply with (i) the Sky Policies, and (ii) all applicable Laws and third-party terms;

- (g) all Deliverables that are services will be performed by appropriately experienced, qualified, and trained Supplier Personnel (including sub-contractors authorised by us in accordance with clause 17.3) that are lawfully able to work in the territory where the Deliverables are to be provided and who will act with due care and diligence, in accordance with best industry practice;
- (h) you will always maintain insurance with a reputable insurance company sufficient to meet any potential liability under the Agreement;
- (i) the Deliverables will be of satisfactory quality, free of defects and errors and fit for their purpose; and
- (j) you shall not and shall ensure that none of your subsidiaries, shareholders, directors, senior managers, officers, Supplier Personnel or other representatives (“**Associated Persons**”) breach or cause Sky to breach any anti-financial crime laws to which either party is subject, including but not limited to, the UK Bribery Act 2010, U.S. Foreign Corrupt Practices Act 1977, Proceeds of Crime Act 2002, Criminal Finances Act 2017, Economic Crime and Corporate Transparency Act 2023, any sanctions or export controls regime enforced by the United Kingdom, European Union or United States, financial crime offences under the Irish Criminal Justice (Corruption Offences) Act 2018, Italian 231 Decree or German Penal Code, and all updates, amendments and/or implementing measures thereto (together, the “**Anti-Financial Crime Laws**”). If you breach this clause 5.2(j) or continued performance of the Agreement will cause a breach of any Anti-Financial Crime Laws then (i) you shall fully cooperate with Sky in reviewing and, if possible, remedying the breach, and (ii) Sky may terminate any and all Agreements in accordance with clause 9.1(b).
- 6. Confidentiality**
- 6.1 Each party undertakes that it shall not at any time disclose to any person (which in our case does not include any member of the Sky Group or any Service Beneficiary) any Confidential Information of the other party for any purpose other than as strictly necessary to: (a) supply or receive (as applicable) the Deliverables, or (b) as may be required by applicable Law, a court of competent jurisdiction or any governmental or regulatory authority. All rights in the Confidential Information remain the property of the disclosing party. Each of us agrees to keep the other party’s Confidential Information confidential and secure and will, on demand or upon termination or expiry of the Agreement, without prejudice to the recipient party’s archiving procedures or requirements in Law to retain Confidential Information, either (at the disclosing party’s option) destroy it (with certification by one of the recipient party’s officers) or return it to the disclosing party. You must not: (a) denigrate us or our products in any way whatsoever; or (b) without our prior written consent, advertise or publicise in any way the fact that we are your customer.
- 6.2 With respect to Sky Data, and without prejudice to your obligations in clause 6.1, you warrant that:
- (a) you will not use Sky Data otherwise than in accordance with clause 12;
- (b) you will not share, publish, or otherwise make Sky Data available to any third-party without Sky’s prior written approval;
- (c) you will not use Sky Data (including in aggregated form) for any purpose including learning, developing, improving, training, or fine-tuning any systems or technology (including AI systems) other than: (i) for our sole use and benefit where this is provided as a Deliverable; or (ii) as expressly permitted by us in writing; and
- (d) where the Deliverables include the processing of Sky Data, you will provide us with transparent and full information about such processing operations.
- 7. Data Protection**
- 7.1 If you are processing personal data under the Agreement, then you must comply with (and all Orders shall be governed by) the Data Protection Addendum at Annex 1 to these Terms and Conditions (“**DPA**”). Without affecting any other provision of the Agreement, a breach by you of any provision of the DPA constitutes a material breach of the Agreement.
- 7.2 Any Sky Group entity or Service Beneficiary that uses or is receiving Deliverables pursuant to an Agreement between you and a different Sky Group entity shall be deemed to be an additional independent data controller for the purposes of the DPA, except where clause 2.3 of the DPA applies in which case the Sky Group entity or Service Beneficiary shall be deemed to have the same processing role as the Sky Group entity that is signatory to the Agreement.
- 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 We shall not reimburse you for travel, accommodation, subsistence, or other expenses, unless expressly agreed in writing prior to such expenses being incurred. Where we agree that we will reimburse you for the above expenses, we shall only reimburse you for reasonable travel, accommodation, subsistence or other expenses, reasonably and necessarily incurred by you or the Supplier Personnel in the performance of the Deliverables (the “**Expenses**”), provided that such Expenses do not exceed the amounts allowed pursuant to Sky’s travel and expenses policy. Upon our request, you shall provide us with receipts relating to the Expenses and a summary of expenditure to support any invoice issued by you pursuant to the Expenses. For the avoidance of doubt, under no circumstances will you be entitled to charge an administrative uplift over and above the Charges and the Expenses.
- 8.3 You may render invoices to Sky following acceptance of the Deliverables in accordance with clause 4.2 or as otherwise specified in the Agreement. Invoices must: (a) be submitted electronically via Ariba or such other electronic method as required by us; and (b) include the Order reference (or PO 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).
- 8.4 Unless otherwise expressly stated in the Agreement, we shall pay each valid and undisputed VAT invoice before or during our batch processing week that is 60 days from the date Sky receives the invoice. Cleared funds should be received within two (2) business days of being processed for payment via BACS and on the same day for foreign exchange wire payments. If we do not pay an undisputed invoice on time, then you may charge (and if charged we shall pay) simple 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, whether before or after judgment.
- 8.5 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.
- 8.6 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.
- 8.7 You agree that we may deduct from any monies due or becoming due to you any monies due from you to us in connection with the Agreement.
- 8.8 We reserve the right to deduct or withhold tax (and/or any other amounts) as required by Law, and we shall have no obligation to pay any additional amounts to you by way of compensation (or to otherwise gross-up any payments) as a result of any such deductions or withholdings.
- 8.9 Except as provided in clause 8.8, neither party is liable for any taxes which the other party is legally obliged to bear and which relate to any transactions contemplated under the Agreement.
- 9. Termination**
- 9.1 Without prejudice to any of our other rights or remedies, we may, by written notice to you:
- (a) immediately terminate an Agreement (in its entirety or in part, including in respect of individual Orders related to that Agreement) without liability to you in the event that: (a) you fail to supply any Deliverables on time in accordance with clause 3.1; (b) we reject the Deliverables in accordance with clause 4.2; or (c) you fail to remedy any other material breach within either: (i) five (5) days of receipt of written notice from us to do so where the Deliverables are software or services related to software, or (ii) one (1) month of receipt of written notice from us to do so where the Deliverables are goods or services;

- (b) terminate the Agreement (on the date of termination specified in the notice, which may be immediate or later) and any or all related Agreements (in their entirety or in part, including with respect to individual Orders) without liability to you in the event that: (a) you are in breach of clause 5.2(j); (b) we suspect a breach of clause 17.14; or (c) you 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 undertakings 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; or
- (c) terminate the Agreement in whole or in part at any time without cause on no less than one (1) month's prior written notice. Subject to you taking all reasonable steps to mitigate your loss, we will, on termination pursuant to this clause 9.1(c), 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 on time in accordance with the Agreement and the charges shall be reduced accordingly.
- 9.2 If you are a TRI Supplier, we shall have an additional right to terminate the Agreement (in whole or in part) in accordance with clause 16.5 and as set forth in the Telecoms Security Obligations.
- 9.3 Without prejudice to any of your other rights or remedies, you may, by written notice to us, terminate an Agreement (in its entirety or in part, including with respect to individual Orders related to that Agreement) if:
- (a) we fail to remedy a material breach within one (1) month of receipt of written notice from you to do so; or
- (b) we are unable to pay our debts for the purposes of section 123 of the Insolvency Act 1986, or we make or propose any voluntary arrangement or composition with our creditors or if a bankruptcy or winding up petition is presented for us or if we enter into compulsory or voluntary liquidation or have a receiver or other officer appointed over the whole or any part of our assets or undertakings or we have an administrator appointed to manage our affairs, business and property or if we 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.
- 9.4 In the event that we terminate the Agreement pursuant to clause 9.1(a), clause 9.1(b) or clause 9.2, no further charges shall be due or payable by us in respect of the Deliverables and you shall promptly repay us any monies that we have paid to you: (i) as prepayment for Deliverables not received; and (ii) for any Deliverables due to be supplied to us after the termination of the Agreement.
- 9.5 Immediately upon termination for any reason or prior to expiry of the Agreement, you shall: (a) cease using Sky's Confidential Information, Sky Data and any other material obtained from, supplied, or made available by the Sky Group or Service Beneficiaries and deliver up all work in progress and related information related to the provision of the Deliverables being terminated or expired and then promptly and securely destroy any copies of the same at no additional charge and certify in writing to Sky that you have done so; and (b) 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 useable format to us or a successor supplier of Sky.
- 10. Liability and Indemnity**
- 10.1 To the maximum extent permitted by applicable Law, our entire liability to you under each Agreement whether arising in contract, tort (including negligence) or otherwise shall not exceed a sum equivalent to the charges paid and payable by us to you for the Deliverables as set out in the relevant Agreement in the twelve (12) months preceding the occurrence of the event giving rise to the claim under the relevant Agreement. This clause does not in any way limit Sky's liability for death or personal injury caused by our negligence or for fraud.
- 10.2 To the maximum extent permitted by applicable Law and subject to the liability limits set out in clause 10.3 and clause 10.4, your entire liability to us under each Agreement whether arising in contract, tort (including negligence) or otherwise shall be limited as follows:
- (a) in the case of damage to, destruction or loss of Sky premises and/or any physical property (including but not limited to any premises, fixtures and fittings, equipment and stock) of Sky or Sky's contractors or suppliers, the limit for any one or series of connected events shall be £10,000,000 (ten million pounds sterling); and
- (b) for any other liability, the greater of: (a) a sum equivalent to 200% of the charges paid and payable by us to you for the Deliverables as set out in the relevant Agreement in the twelve (12) months preceding the occurrence of the event giving rise to the claim under the relevant Agreement; and (b) £5,000,000 (five million pounds sterling).
- This clause does not in any way limit your liability for death or personal injury caused by your negligence or for fraud.
- 10.3 You indemnify and hold harmless the Indemnified Entities in full against any and all Loss suffered or incurred by the Indemnified Entities arising out of or in connection with a breach by you or Supplier Personnel of clause 7 and/or the DPA. Your liability under this clause 10.3 shall not exceed the greater of: (a) a sum equivalent to 400% of the charges paid and payable by us to you for the Deliverables as set out in the relevant Agreement in the twelve (12) months preceding the occurrence of the event giving rise to the claim; and (b) £10,000,000 (ten million pounds sterling).
- 10.4 You indemnify and hold harmless the Indemnified Entities in full against any and all Loss awarded against or incurred, suffered or paid by the Indemnified Entities 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;
- (b) any negligent act or omission of you or the Supplier Personnel;
- (c) any claim or threatened 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 clauses 15.1 or 15.2;
- (d) 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: (i) any breach of Regulation 13 (duty to inform and consult representatives) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE"); (ii) 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 (iii) 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 or expiry (in whole or in part) of the Agreement or reduction in supply of any of the Deliverables or directly or indirectly from TUPE;
- (e) any determination that any Supplier Personnel is employed (or deemed to be employed) by any Indemnified Entity, whether for tax purposes (including, without limitation, under the OPWR) or otherwise;
- (f) any failure by you to comply with your obligations under clauses 15.2 or 15.3 and/or any breach of the warranty and/or the undertaking given by you at clause 15.4 below;
- (g) a breach by you or Associated Persons of clause 5.1(j); and
- (h) to the extent it applies where you are a TRI Supplier, in accordance with clause 16.4.
- Your liability under this clause 10.4 shall be unlimited.
- 10.5 Any payments you make pursuant to the indemnities in clause 10.3 or 10.4 shall not reduce or otherwise affect the liability limits set forth in clause 10.2 and we shall be entitled to recover the full amount of losses up to the liability limits specified in clause 10.2 in addition to any amounts recovered under the indemnities.
- 10.6 This clause 10 shall survive termination or expiry of the Agreement.
- 11. Intellectual Property**
- 11.1 Each of us agrees that we shall not have or acquire title to nor, except to the extent expressly licensed under the Agreement, have or acquire any licence to use IPR that is owned by or licensed to either of us, and developed independently of the Agreement.
- 11.2 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. We warrant to you that any IPR that we provide to you for the purposes of you providing the Deliverables to us will not infringe any third party's IPR.
- 11.3 Unless this clause is expressly overridden in an Agreement, and subject to clause 11.4, 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.

11.4 In respect of 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 under an Order (unless it expressly varies with specific reference to this provision), you hereby grant, or shall procure the direct grant, to the Sky Group a fully paid-up worldwide, non-exclusive, perpetual, irrevocable, royalty-free, unlimited (including the right to transfer/sublicence in whole or in part) licence to use such Deliverables (and any ancillary rights necessary to enable the Sky Group and any Service Beneficiary to make full use of the Deliverables) for any purpose whatsoever.

11.5 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.

12. Sky Data

12.1 We hereby grant to you a non-exclusive, non-transferable, limited licence to access, process and otherwise use Sky Data solely for the purpose of providing the Deliverables to us pursuant to the Agreement. This license is granted strictly for the term of the relevant Order, is revocable at will, and does not confer any rights of ownership or any rights to further use, exploit, distribute or dispose of Sky Data.

13. Title and Risk

13.1 Where the Deliverables are goods, title and risk in such Deliverables passes to us on delivery in accordance with the Agreement (except where the Deliverables include installation of the goods, in which case risk passes on completion of installation) but does not prejudice any of our rights or remedies, including our right to reject the Deliverables.

14. Audit

14.1 You shall give us and/or our agents reasonable, accompanied access, during working hours, to inspect and audit (“**Audit**”) your premises, systems, data, records, manuals, policies, processes, controls and other information relating to the Deliverables and Supplier 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.

14.2 We may give you 10 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 or special category personal data (as defined in Applicable Data Protection Law) or Secret Data (as defined in the Sky Security Standard), then Audits may be without notice or at shorter notice.

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

14.4 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 you under the Agreement, then you shall also promptly refund such overpayment to us, with interest. This clause 14.4 does not apply to Audits under the DPA or Annex 2 of this Terms and Conditions 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.

15. Supplier Personnel

15.1 You shall procure that the Supplier Personnel attending our or a third party’s site in connection with the 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.

15.2 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; (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; and (c) provide us with (or procure the provision to us of) any information, records or confirmations reasonably requested by us to assist us to confirm the employment status of any Supplier Personnel (including for determining whether the OPWR

apply to the relevant Supplier Personnel’s engagement and (where applicable) complying with our obligations thereunder).

15.3 You acknowledge that the OPWR may apply if you engage, directly or indirectly, the services of any Supplier Personnel who are contracted through an “intermediary” within the meaning of the OPWR, in the provision of Deliverables under an Agreement. You agree that if you intend to engage any such Supplier Personnel, either directly or indirectly, in the provision of the Deliverables then you shall notify us promptly at SOWcompliance@sky.uk (and in any event at least two (2) weeks prior to entering into an Agreement). You also undertake to comply with your obligations (if any) under the OPWR in all such cases.

15.4 You warrant that you are not an “intermediary” for OPWR purposes as regards any Supplier Personnel performing Services pursuant to the Agreement and, if at any time in the future you become aware that you do meet the definition, you undertake to notify us within two (2) working days of so becoming aware.

16. Telecoms Security

16.1 Capitalised terms used in this clause and not defined elsewhere in the Agreement have the meaning given to them in Annex 2 of these Terms and Conditions.

16.2 You acknowledge that we are, inter alia, a provider of public electronic communications networks and public electronic communications services and are therefore subject to a range of legal obligations aimed at safeguarding the security of the infrastructure forming part of such networks and services, the signals being transmitted by means of such networks and services and data stored by electronic means, as set out in Telecoms Security Law. These include obligations in respect of Sky’s supply chain for goods, services and facilities provided for use in connection with such networks and services. Therefore, we have a dependency on TRI Suppliers (as defined in Annex 2) to enable compliance with the applicable Telecoms Security Law.

16.3 If you are a TRI Supplier, then you shall comply with the provisions of Annex 2 to these Terms and Conditions (the “**Telecoms Security Obligations**”) in respect of Relevant Deliverables, irrespective of whether the Relevant Deliverables are purchased directly or via an authorised reseller.

16.4 If you are a TRI Supplier, then you shall indemnify the Indemnified Entities in full against any and all Loss awarded against or incurred or paid by the Indemnified Entities as a result of or in connection with any failure by you to comply with the Telecoms Security Obligations.

16.5 Without prejudice to any of our other rights or remedies, we may, by written notice to you (where such notice shall specify the date of termination being the date of notice or later) terminate the Agreement and any or all related Agreements (in their entirety or, in part, including in respect of individual Orders) without liability to you in the event that any direction, order, restriction or prohibition is made by any governmental or regulatory authority, in each case which requires us, any member of Sky Group, or any other Service Beneficiary, to cease using your goods or services, or otherwise makes it impractical in our opinion (acting reasonably) to continue receiving goods or services from you under the Agreement or via an authorised reseller.

17. General

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

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 Variation of the Agreement and Orders:

(a) Subject to clause 17.6(b), no variation of the Agreement shall be valid unless in writing and signed by authorised representatives of the parties. Notwithstanding the foregoing, Sky shall have the right to vary these Terms and Conditions on notice to you, save that unless agreed otherwise between the parties, no such variation shall apply to any Orders in force prior to such

- variation.
- (b) 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.
- 17.7 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.
- 17.8 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.
- 17.9 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.
- 17.10 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 Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"). Save for the rights of members of the Sky Group, the Third-Party Act is hereby excluded. Any Comcast Corporation Entity shall be entitled to benefit from an Agreement under these Terms and Conditions. Notwithstanding any provision to the contrary, nothing in these Terms and Conditions shall be construed as binding any Comcast Corporation Entity nor shall the Agreement give rise to any liability of any Comcast Corporation Entity unless such entity enters into an Agreement under these Terms and Conditions in its own name. For the purposes of this clause 17.10, "**Comcast Corporation Entity**" shall mean any entity Controlled by Comcast Corporation other than an entity controlled by Sky Limited.
- 17.11 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.
- 17.12 Any notice in connection with the Agreement shall be delivered as follows:
- (a) In our case to contractualnotices@sky.uk, unless we notify you otherwise. Notices sent to this address will be deemed received on the next business 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 PO 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.
- (b) 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 to us in writing.
- 17.13 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.
- 17.14 Neither you nor Supplier Personnel or shareholders, directly or indirectly, in private or public sector dealings, shall 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 the Agreement) which: (i) violate any anti-corruption laws or regulations applicable to you, the Sky Group and/or the Service Beneficiaries; or (ii) which a reasonable person would consider to be unethical or illegal. If Sky suspects a breach of this clause 17.14, then Sky may terminate any and all Agreements in accordance with clause 9.1(b).
- 17.15 You acknowledge and understand the following: (a) Sky's net zero target of reducing carbon emission by 50% by 2030; (b) the Sky Environmental Policy; and (c) the UK Government's commitment to bring greenhouse gas emissions to net zero by 2050 pursuant to the Climate Change Act 2008 (2050 Amendment) Order 2019. Accordingly, you agree to work with Sky as requested, including but not limited to providing reports on your greenhouse gas emissions, providing your carbon reduction plan, and working with Sky on carbon reduction initiatives, to

help Sky meet its net zero target.

- 17.16 You warrant, represent, and undertake that the supplier has full capacity and authority and authority to enter into and perform the Agreement and that the Agreement is executed by your duly authorised representative.

Signed:

Authorised signatory name:

For and on behalf of: [Full Supplier name & registration number (if applicable)]

Supplier's registered address:

Date:

Annex 1 Data Protection Addendum

This DPA forms part of and is subject to the Agreement entered into by Sky and the Supplier. Terms not otherwise defined in this DPA shall have the same meaning as in the Agreement. In the event of a conflict or inconsistency between this DPA and the remainder of the Agreement, this DPA shall govern to the extent required to resolve such conflict or inconsistency, unless a provision of the Agreement explicitly overrides any provision of the DPA by specific reference to such provision(s).

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the meanings ascribed to them:

“Applicable Data Protection Law” means all applicable Laws relating to privacy and data protection including but not limited to (a) the General Data Protection Regulation (EU 2016/679) (the **“GDPR”**), (b) the UK GDPR, and (c) the Directive on privacy and electronic communications (2002/58/EC, as amended), as well as all Laws implementing each of (a) to (c) above, all Laws implementing such Directives and/or Regulation, including the UK Data Protection Act 2018, as amended or updated from time to time. In the event any such Directive, Regulation or Laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or Law shall be deemed to constitute Applicable Data Protection Law.

“DPF Certifications” means certifications made by an eligible US company under the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and the Swiss-US Data Privacy Framework.

“Instruction” means a written instruction (including by email) from Sky to the Supplier relating to the Supplier’s processing of personal data as Sky’s processor.

“SCCs” means in respect of personal data to which the: (i) GDPR applies, either: (a) where Sky acts as controller and the Supplier acts as processor, the version of the EU Commission-approved Standard Contractual Clauses titled “Sky’s Standard Contractual Clauses – Controller-Processor”, (b) where both parties act as independent controllers, the version of the EU Commission-approved Standard Contractual Clauses titled “Sky’s Standard Contractual Clauses – Controller-Controller”, or (c) where Sky acts as processor and the Supplier acts as sub-processor, the version of the EU-Commission approved Standard Contractual Clauses titled “Sky’s Standard Contractual Clauses – Processor-Processor”, in each case available at <https://www.skygroup.sky/suppliers>; (ii) UK GDPR applies, a version of the applicable clauses referenced at (i) above, as amended by the UK Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018 (the **“UK Addendum”**), and (iii) Swiss Federal Act on Data Protection (**“FADP”**) applies, a version of the applicable clauses referenced at (i) above that includes all necessary amendments to make them legally effective in Switzerland, including but not limited to the following: references to the GDPR will be deemed to be references to the FADP, references to “personal data” will be deemed to include references to legal entities (until the entry into force of the revised FADP), references to “sensitive data” will be deemed to be references to “sensitive personal data and personality profiles”, and the term “Member State” shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with Clause 18(c) of Sky’s Standard Contractual Clauses.

“Third Country” means: (i) if the relevant Sky entity is established in the EEA or Switzerland, a jurisdiction outside the EEA or Switzerland that has not been deemed adequate for data protection purposes by the European Commission, or (ii) if the relevant Sky entity is established in the UK, a jurisdiction outside the UK that has not been deemed adequate for data protection purposes under UK Law.

“UK GDPR” has the meaning ascribed to it section 3(10) of the UK Data Protection Act 2018.

1.2 Where defined in Applicable Data Protection Law, the terms **“controller”**, **“data subject”**, **“data protection impact assessment”**, **“data protection officer”**, **“personal data”**, **“personal data breach”**, **“prior consultation”**, **“pseudonymisation”**, **“processor”**, **“processing”**, **“restriction of processing”**, **“supervisory authority concerned”** shall have the same meanings as ascribed to them in Applicable Data Protection Law. Where any such term is not defined in Applicable Data Protection Law, it shall have the meaning ascribed to it in the GDPR.

2. ROLES OF THE PARTIES

2.1 Save where clause 2.2 or clause 2.3 applies, Sky, acting as controller, hereby appoints the Supplier for the duration of this Agreement as its processor with respect to the data processing carried out in connection with this Agreement. The details of the personal data processing carried out by the Supplier are set out in the Order(s) and such details shall only apply in respect of the personal data processing carried out under such Order(s).

2.2 Each party acknowledges that it is an independent data controller in respect of the personal data of the other party’s personnel that it receives and processes to maintain its business relationship with the other party in connection with this Agreement. In relation to such personal data, each party shall: (i) comply with Applicable Data Protection Law in its processing of such data, and (ii) only process such personal data for the purposes of the Agreement, to comply with applicable Law, or, where permitted by Applicable Data Protection Law, to provide the other party with information about its products and services.

2.3 The parties acknowledge that in certain scenarios Sky and the Supplier may act as processor (acting on the instructions of a separate controller) and sub-processor respectively and this Agreement and references to the Supplier acting as processor should be construed accordingly.

3. DATA PROCESSOR OBLIGATIONS

3.1 The Supplier shall comply with its obligations as processor under Applicable Data Protection Law and the Supplier acknowledges that nothing in this DPA relieves it from its responsibilities and liabilities under Applicable Data Protection Law.

3.2 The Supplier shall only process personal data as Sky’s processor in accordance with Sky’s lawful Instructions, except where required to process personal data to comply with EU, EU Member State, or UK Law to which the Supplier is subject, in which case it shall notify Sky of the relevant legal requirement before processing unless it is legally prohibited from doing so. The Supplier will notify Sky immediately in the event it reasonably believes any Instruction given by Sky is contrary to Applicable Data Protection Law. The parties agree that this Agreement is comprised of Sky’s main set of Instructions and the Supplier acknowledges that Sky may issue supplemental Instructions in relation to personal data the Supplier processes as Sky’s processor, including for the Supplier to:

3.2.1 provide at its cost reasonable assistance to Sky, taking into account the nature of processing and the information available to the Supplier, so that Sky is able to:

- (A) access all documents (in full or only in so far as they relate to personal data processed by the Supplier as Sky’s processor) which the Supplier is required to maintain under Applicable Data Protection Law (if any) about such personal data processing;
- (B) discuss with the Supplier’s data protection officer (if appointed) the Supplier’s processing of personal data;
- (C) manage and respond to the exercise by any data subject of any of the rights afforded to data subjects under Applicable Data Protection Law;
- (D) manage and respond to any notices or questions addressed to Sky from the supervisory authority concerned;
- (E) evaluate the technical and organisational measures the Supplier is required to implement under clauses 3.3, 3.4 and 3.5;
- (F) manage, mitigate and resolve any personal data breach, including the preparation and filing of any notification of any personal data breach to the supervisory authority concerned or relevant data subject(s);
- (G) carry out data protection impact assessments (at Sky’s discretion) and prior consultations with the supervisory authority concerned (where required under Applicable Data Protection Law) in relation to the personal data the Supplier processes as Sky’s processor; and
- (H) demonstrate its compliance with its obligations under Applicable Data Protection Law; and

3.2.2 allow for and reasonably collaborate with (both at the Supplier’s cost) Sky, an auditor mandated by Sky and/or the supervisory authority concerned carrying out desk-based audits, on-site audits and/or inspections of the Supplier, any of its sub-processors and/or any of the facilities and IT systems used to process personal data on Sky’s behalf from time to time (including before such processing commences) to verify the Supplier’s compliance with

- its obligations under this DPA and Applicable Data Protection Law.
- 3.3 The Supplier shall:
- 3.3.1 subject to clause 4, keep the personal data it processes as Sky's processor strictly confidential;
- 3.3.2 ensure that its personnel are bound by appropriate, written and enforceable confidentiality obligations concerning the personal data and that they process such personal data only in accordance with Sky's Instructions;
- 3.3.3 subject to clause 4, not allow any third-party access to the personal data or otherwise transfer the personal data to any third party; and
- 3.3.4 subject to clauses 4-5, not transfer the personal data outside of the UK or EEA.
- 3.4 For the duration the Supplier acts as Sky's processor under this Agreement, the Supplier shall:
- 3.4.1 implement and document appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of the data subjects presented by the Supplier processing personal data as Sky's processor, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of such processing as well as the varying likelihood and severity of such risk, including measures to:
- (A) guard against unauthorised or unlawful processing and personal data breaches;
- (B) as appropriate, apply pseudonymisation and encryption to the personal data;
- (C) ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier's and any sub-processor's processing systems and services;
- (D) restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (E) regularly test, assess and evaluate the effectiveness of such technical and organisational measures;
- 3.4.2 without prejudice to the generality of clause 3.4.1, comply with the Sky Supplier Security Standard; and
- 3.4.3 annually certify its compliance with clauses 3.4.1 and 3.4.2 to Sky in writing.
- 3.5 For the duration the Supplier acts as Sky's processor under this Agreement, the Supplier shall implement and document appropriate technical and organisational measures in relation to the personal data it processes as Sky's processor to ensure that it is able to promptly:
- 3.5.1 provide to Sky any such personal data in a commonly used electronic format, implement the restriction of processing of any such personal data, delete any such personal data and/or modify any such personal data if it receives an Instruction to do so by Sky; and
- 3.5.2 identify any data subject requests to exercise any of the rights afforded to data subjects under Applicable Data Protection Law in relation to such personal data.
- 3.6 The Supplier shall notify Sky:
- 3.6.1 promptly if it receives any notice, request, query, consultation or complaint from the supervisory authority concerned or any data subject relating to the personal data the Supplier (or any sub-processor) processes as Sky's data (sub)processor (including the requests and/or notices referred to in clause 3.2.1 (C)–3.2.1 (D)) or that otherwise concern Sky and/or the Supplier's compliance with Applicable Data Protection Law;
- 3.6.2 without undue delay (and, in any event, within 24 hours) via email to DP.Department@sky.uk, if it becomes aware of any personal data breach or breach of this DPA or SCCs (where applicable) or reasonably suspects that a personal data breach or breach of this DPA or SCCs (where applicable) occurred, providing, to the extent reasonably possible, the information Sky is required under Applicable Data Protection Law to provide to the supervisory authority concerned.
- 3.7 Subject to the Supplier's requirements under Law, if the Supplier becomes aware of any personal data breach and without prejudice to clauses 3.2.1(F) and 3.6.2, Sky is exclusively responsible for preparing and managing any notification of and/or correspondence with the supervisory authority concerned, any data subject and/or other third party relating to such personal data breach. Subject to the preceding sentence and any Instruction under clause 3.2.1(F), the Supplier shall take all reasonable steps at its cost to investigate, mitigate and resolve such personal data breach.
- 3.8 Upon the Agreement's or relevant Order's (as applicable) termination or expiry (whichever is sooner) and subject to any Instruction to the contrary as well as the Supplier's obligations under Law, the Supplier shall return to Sky in a reasonably commonly used digital format the personal data it processes as Sky's processor under the Agreement or the relevant Order (as applicable) and then promptly delete and cease processing all such personal data. The Supplier shall ensure that all its sub-processors (if any) comply with this clause 3.8 and certify its and such sub-processors compliance to Sky in writing.
- 4. SUB-PROCESSING AND DISCLOSURES**
- 4.1 Subject to clause 4.2 below, Sky hereby consents to the Supplier appointing sub-processors to assist the Supplier with the processing of personal data under the Agreement. Where the Supplier wishes to add or replace a sub-processor or change the data protection terms applicable to a sub-processor's appointment, the Supplier shall notify Sky providing reasonable details and Sky shall have 14 days to object to such change. Where Sky objects to a change and the Supplier is unable to resolve Sky's objection, the Supplier will not proceed with the relevant change. If Sky fails to respond within 14 days, it shall be deemed to have consented to the appointment.
- 4.2 The Supplier shall only allow a sub-processor to process the personal data the Supplier processes under this Agreement as Sky's processor if:
- 4.2.1 the Supplier has carried out adequate due diligence and is satisfied that the sub-processor can provide the level of protection for personal data that is required under this DPA and, if applicable, the SCCs.
- 4.2.2 such sub-processor's processing of such personal data is: (i) carried out exclusively from a territory that is deemed to provide an adequate level of protection under Applicable Data Protection Law, (ii) subject to an appropriate data transfer mechanism permitted under Applicable Data Protection Law, or (iii) otherwise deemed under Applicable Data Protection Law to be subject to adequate levels of protection;
- 4.2.3 it notifies Sky, providing details of the identity and location of the proposed sub-processor, a description of the intended processing to be carried out by the sub-processor and confirmation that adequate due diligence has been conducted as required under clause 4.2.1; and
- 4.2.4 the written contract under which such sub-processor processes such personal data is not less onerous than this DPA.
- For the avoidance of doubt, the requirements of this clause 4.1 also apply in the event the Supplier wishes to change the contract referred to in clause 4.2.4 and, in any case, the Supplier shall remain fully liable to Sky for acts and omissions of the Supplier's sub-processors.
- 4.3 If the Supplier is required by Law to grant access to or otherwise transfer the personal data to a third party (whether nationally or internationally), it shall:
- 4.3.1 if permitted by Law, give Sky as much prior notice as is reasonably possible (including reasonable information concerning such access or transfer and the relevant requirement(s) under Law);
- 4.3.2 limit such access or transfer to the minimum reasonably possible; and
- 4.3.3 provide Sky at the Supplier's cost with all reasonable assistance should Sky choose to challenge such access or transfer.
- 5. INTERNATIONAL DATA TRANSFERS**
- 5.1 Save where clause 5.2 applies, if the Supplier processes personal data at or from its facilities in a Third Country as Sky's processor or this Agreement otherwise involves an international transfer of personal data between Sky and the Supplier for which Applicable Data Protection Law requires a party or the parties to adduce an adequate level of protection, the SCCs shall be incorporated by reference into this Agreement. The parties agree that the Supplier is the Data Importer and relevant Sky Group entity is the Data Exporter. Unless otherwise agreed by the parties:
- 5.1.1 the sections of the Order identified as covering the information required for Annexes 1 and 2 of the SCCs and Tables 1 and 3 of the UK Addendum (as applicable) shall apply;
- 5.1.2 the governing law with respect to a particular transfer will be the country in which the Data Exporter is established; and
- 5.1.3 for the purposes of Section 19 of the UK Addendum, neither party shall have the right to end the UK Addendum when a revised version is issued by the ICO.
- Nothing in this Agreement shall be construed to prevail over any conflicting clause of the SCCs. Each party acknowledges that it has had the opportunity to review the SCCs.

- 5.2 If the parties wish to rely on the Supplier's DPF Certifications as a data transfer mechanism in place of the SCCs, the relevant section of the Order will be completed accordingly. The Supplier represents and warrants that:
- 5.2.1 the information set out in the Order accurately reflects its DPF Certifications; and
 - 5.2.2 the scope of each of the DPF Certifications covers the services and processing activities that will be undertaken by the Supplier under the Agreement.

Sky's acceptance of the Supplier's DPF Certifications in place of the SCCs is made in reliance on the above representations and warranties. If: (i) the Supplier ceases to hold a DPF Certification that Sky requires as a data transfer mechanism, (ii) the scope of any of the Supplier's DPF Certifications ceases to cover the services and processing activities that are undertaken by the Supplier under this Agreement, or (iii) any of the DPF Certifications becomes invalid as a data transfer mechanism, the parties agree that the SCCs will be incorporated by reference into this DPA in accordance with clause 5.1 above, and will be deemed to have been executed by the parties as at the date of the relevant event listed in this clause.

- 5.3 The Supplier represents and warrants that it has fully and accurately completed a data transfer impact assessment (provided to it by Sky) in relation to the Supplier's or any sub-processor's processing of personal data in a Third Country in connection with the Agreement.
- 5.4 If, for whatever reason, any transfer of personal data referred to in clauses 5.1 and 5.2 ceases to be lawful, Sky may, at its discretion:
- 5.4.1 require the Supplier to cease transfers of personal data to, or access to such personal data from, the relevant jurisdictions; or
 - 5.4.2 require the Supplier to promptly cooperate with Sky to facilitate Sky's use of an alternative lawful data transfer mechanism to enable the transfer of such personal data.

If Sky and the Supplier are unable to promptly enter into such an alternative data transfer mechanism, then Sky may (at its option) terminate the Agreement, or reduce its scope to exclude personal data, at no additional cost to Sky.

Annex 2

Telecoms Security Obligations

This Annex only applies to TRI Suppliers (as defined below) in respect of Relevant Deliverables. This Annex forms part of and is subject to the Agreement entered into by Sky and the Supplier. Terms not otherwise defined in this Annex have the same meaning as in the Agreement.

In the event of a conflict or inconsistency between this Annex and the remainder of the Agreement (including the Sky Security Standard), this Annex shall govern to the extent required to resolve such conflict or inconsistency, unless a provision of the Agreement explicitly overrides any provision of this Annex by specific reference to such provision(s) or imposes a more stringent security requirement, in which case, the more stringent security requirement should be complied with.

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms have the meanings ascribed to them:

"Relevant Deliverables" means goods, materials, licences, services (and any physical results thereof) or facilities described in or otherwise required or delivered to any member of the Sky Group pursuant to the Agreement (or via an authorised reseller arrangement) for use in connection with the provision of any Sky PECS or Sky PECN.

"Sky PECN" means any public electronic communications network provided by any member of Sky Group;

"Sky PECS" means any public electronic communications service provided by any member of Sky Group;

"Telecoms Security Law" means:

- (a) the Communications Act 2003;
- (b) the Telecommunications (Security) Act 2021;
- (c) the Electronic Communications (Security Measures) Regulations 2022 ("ECSMR");
- (d) any Law deriving from (a) and (b);
- (e) the Telecommunications Security Code of Practice ("Code") and any other code of practice or guidance issued by any competent authority (including the UK Secretary of State or Ofcom) in connection with (a), (b) or (c) (irrespective of whether such code of practice or guidance is legally binding);
- (f) any Law, code of practice or guidance equivalent to the Laws, codes of practice and guidance referred to in (a) to (d) above which is applicable to Sky Group in any territory outside of the UK;
- (g) any Law, code of practice or guidance which replaces, re-enacts, or consolidates (with or without modification) the Laws, codes of practice and guidance referred to in (a) to (f) above,

in each case as amended and in force from time to time;

"Telecoms Supplier Security Standards" the telecoms supplier security standards available at <https://www.skygroup.sky/suppliers> as amended from time to time;

"TRI Supplier" means any person who supplies, provides, or makes available Relevant Deliverables.

1.2 The terms "assessed security risk", "connected security compromise", "content", "incoming signal", "network provider", "offline copy", "online copy", "public electronic communications network", "public electronic communications service", "responsible persons", "security compromise", "security critical function", "security incident", "security permission", "sensitive data", "service provider", "signal" and "third party supplier" shall have the same meanings as ascribed to them in Telecoms Security Law.

1.3 Sky's rights and remedies set out in this Annex shall apply in addition and without prejudice to any rights or remedies of Sky set out in the remainder of this Agreement or any Order.

2. OBLIGATION TO TAKE SECURITY MEASURES

2.1 Supplier shall take appropriate measures to identify, disclose to Sky and reduce the risks of security compromises occurring in relation to any Sky PECN or Sky PECS as a result of Sky Group's use of Supplier's goods, services, or facilities, supplied, provided, or made available by Supplier.

2.2 Without prejudice to the generality of clause 2.1, where Supplier is itself a network provider and is given access to any Sky PECN or Sky PECS or to sensitive data, Supplier shall take appropriate measures for the purposes of:

- 2.2.1 identifying the risks of security compromises occurring;
- 2.2.2 reducing the risks of security compromises occurring; and

2.2.3 preparing for the occurrence of security compromises, in relation to Relevant Deliverables supplied, provided or made available by the Supplier to Sky which are equivalent to the measures that Sky (as the primary provider) is required (under Telecoms Security Law) to take in relation to Sky's PECN or Sky's PECS.

2.3 Supplier shall take appropriate measures to:

2.3.1 enable Sky to monitor all activity undertaken or arranged by Supplier in relation to any Sky PECN or Sky PECS;

2.3.2 cooperate with Sky in the resolution of incidents which may have arisen from Relevant Deliverables provided by Supplier or activity undertaken or arranged by Supplier in relation to any Sky PECN or Sky PECS which cause or contribute to the occurrence of a security compromise in relation to any Sky PECN or Sky PECS or of an increased risk of such a security compromise occurring and support Sky in the investigation of such incidents (and the parties' incident management processes shall provide mutual support in the resolution of incidents).

2.4 All network connections and data sharing with third party suppliers, or arranged by third party suppliers, must be managed securely (and Supplier shall co-operate with Sky in this regard).

2.5 Without prejudice to any other disaster recovery and business continuity obligations of the Supplier under this Agreement, Supplier will in relation to Relevant Deliverables:

2.5.1 prepare, review and update an appropriate written plan to manage the termination of, and transition from, its contracts with third party suppliers whilst maintaining the security of Sky PECNs and Sky PECSs and provide copies of such written plans to Sky promptly after receiving a request from Sky for the same; and

2.5.2 promptly provide such cooperation and assistance as Sky may reasonably require to enable Sky to ensure there is in place at all times and review (on a regular basis) a written plan to maintain the normal operation of Sky PECNs in the event that the supply, provision, or making available of Relevant Deliverables by Supplier (or its subcontractors) is interrupted.

2.6 Without prejudice to any other termination assistance obligations of the Supplier under this Agreement, Supplier will promptly provide such cooperation and assistance as Sky may reasonably require where Sky is dependent on it to enable Sky to prepare, review and update a written plan to manage the termination of, and transition from, this Agreement whilst maintaining the security of Sky PECNs and Sky PECSs.

2.7 Supplier represents and warrants to Sky that it will comply with the Telecoms Supplier Security Standards made available by Sky to Supplier from time to time to the extent relevant to the Relevant Deliverables as described in the Telecoms Supplier Security Standards.

2.8 Supplier shall notify Sky if it becomes aware of any failure to comply with the terms of this Annex or the Telecoms Supplier Security Standards.

3. INFORMATION SHARING, COOPERATION AND ASSISTANCE: GENERAL OBLIGATIONS

3.1 Supplier will:

3.1.1 share such information in relation to Relevant Deliverables and any third-party suppliers used by Supplier in the provision of such Relevant Deliverables; and

3.1.2 take such action and promptly provide such cooperation and assistance, in each case as Sky may reasonably request from time to time and to the extent Sky is dependent on the Supplier for such information and assistance to enable any Sky Group entity to take appropriate and proportionate measures to identify and reduce the risk of, and prepare for the occurrence of, a security compromise. Relevant information under this provision will include such information as any Sky Group entity reasonably requests from time to time to enable the Sky Group to identify and reduce the risks of security compromises occurring as a result of things done or omitted by the Supplier, including: (i) the risks of security compromises arising from the formation, existence and termination of contracts with the Supplier for Relevant Deliverables, and (ii) the risks of security compromises arising from the supply

chains of the Supplier relating to the supply, provision or availability of Relevant Deliverables.

- 3.2 Supplier will promptly provide such cooperation and assistance (including provision of access to premises, personnel, information, documentation, equipment and material) within such timescale as any Sky Group entity reasonably requests where such cooperation and assistance within such timescale is required in order to enable any Sky Group entity to comply with any of the following, in each case, pursuant to Telecoms Security Law:
- 3.2.1 any request for information issued to any Sky Group entity by any competent authority; and
- 3.2.2 any notice or direction issued to any Sky Group entity by any competent authority; and
- 3.2.3 any audit or assessment carried out in respect of any Sky Group entity by any competent authority or person arranged by such competent authority to carry out such audit or assessment.
- 4. IDENTIFICATION, MITIGATION AND ASSESSMENT OF SECURITY RISKS AND NETWORK ARCHITECTURE**
- 4.1 Where the Relevant Deliverables provided by the Supplier relate to the design, construction, or maintenance of any Sky PECN, Supplier will provide Sky with such information and assistance as Sky reasonably requests, where Sky is dependent on such information and assistance to enable Sky to comply with its own obligations to:
- 4.1.1 take such measures as are appropriate and proportionate to ensure that Sky PECNs are designed, constructed and maintained (or in the case of an existing part of a Sky PECN (i.e., in operation before the ECSMR came into force) redesigned and developed) in a manner which reduces the risks of security compromises occurring; and
- 4.1.2 take such measures as are appropriate and proportionate to ensure that the public electronic communications network or public electronic communications service is designed in such a way that the occurrence of a security compromise in relation to part of the network or service does not affect other parts of the network or service.
- 5. PROTECTION OF DATA AND NETWORK FUNCTIONS**
- 5.1 Supplier must comply with such appropriate and proportionate technical means as are specified by Sky (in so far as those specifications relate to the Supplier's supply, provision or making available of Relevant Deliverables) to protect:
- 5.1.1 any data which is stored by electronic means and relates to the operation of the Sky PECN or Sky PECS in a manner which is appropriate to the data concerned;
- 5.1.2 functions of the Sky PECN, or public electronic communications network by means of which the Sky PECS is provided so far as those functions are under the control of Sky Group (as the service provider), in a manner which is appropriate to the functions concerned,
- 5.1.3 including those technical measures set out in the Telecoms Supplier Security Standards. In this provision "protect" means to protect from anything involving a risk of a security compromise occurring in relation to the Sky PECN or Sky PECS in question.
- 5.2 The duties set out in clause 5.1, include a particular duty for the Supplier to, insofar as relevant to the Relevant Deliverables, take such measures as are appropriate and proportionate:
- 5.2.1 to ensure that workstations through which it is possible to make significant changes to security critical functions are not exposed:
- (A) where, in the case of a Sky PECN, the workstation is directly connected to the Sky PECN, to signals that are incoming signals in relation to the Sky PECN,
- (B) where, in the case of a Sky PECS, the workstation is directly connected to the public electronic communications network by means of which the Sky PECS is provided, to signals that are incoming signals in relation to that network, or
- (C) where, in either case, the workstation is operated remotely, to signals other than those that the workstation has to be capable of receiving in order to enable changes to security critical functions authorised by Sky to be made;
- 5.2.2 to monitor and reduce the risks of security compromises occurring as a result of incoming signals received in any Sky PECN or, as the case may be, a network by means of which any Sky PECS is provided;
- 5.2.3 to monitor and reduce the risks of security compromises occurring as a result of the characteristics of any equipment supplied to customers of

Sky Group which is used or intended to be used as part of a Sky PECN or Sky PECS.

6. MONITORING AND ANALYSIS

- 6.1 Supplier must provide Sky with information and assistance if reasonably requested by Sky and to the extent Sky is dependent on such information and assistance to enable Sky to take appropriate and proportionate measures to:
- 6.1.1 monitor and analyse access to security critical functions of any Sky PECN for the purpose of identifying anomalous activity that may involve the risk of a security compromise occurring;
- 6.1.2 monitor and analyse the operation of security critical functions of any Sky PECN or Sky PECS for the purpose of identifying the occurrence of a security compromise, using automated means where possible, and to investigate anomalous activity in relation to the network or service.

7. PREVENTION OF UNAUTHORISED ACCESS OR INTERFERENCE

- 7.1 Supplier will take such measures as are appropriate and proportionate to reduce the risks of the occurrence of security compromises that consist of unauthorized access to any Sky PECNs or Sky PECSs caused or contributed to by the Relevant Deliverables or by the acts or omissions of Supplier, its employees, agents, or subcontractors. Supplier must ensure any Supplier Personnel who are responsible persons in relation to any Sky PECN or Sky PECS have an appropriate understanding of the operation of the network or service.
- 7.2 Any security permissions for access (whether direct, remote, logical, or physical) to any Sky PECS or Sky PECN will be strictly limited to such number of persons and such part of the Sky PECS or Sky PECN as is required for the proper performance of this Agreement. Without prejudice to the terms of the Telecoms Supplier Security Standards, the Supplier shall comply with all security procedures and requirements of Sky, as notified to it from time to time by Sky, in relation to such access. Access for any individual will be subject to any reasonable vetting requirements of Sky and will only be to the extent strictly necessary for the proper performance of the individual's duties in respect of this Agreement.

8. RESPONSE TO SECURITY COMPROMISES, REMEDIATION AND RECOVERY

- 8.1 Supplier will take such measures as are appropriate and proportionate to prepare for the occurrence of security compromises with a view to limiting the adverse effects of, and enabling Sky to recover from, security compromises caused or contributed to by the Relevant Deliverables or by the acts or omissions of Supplier, its employees, agents or subcontractors.
- 8.2 The duties under clause 8.1 include a particular duty for the Supplier to maintain (so that Sky may acquire and retain such information within the United Kingdom):
- 8.2.1 an online copy of information relating to the Relevant Deliverables and necessary to maintain the normal operation of any part of a Sky PECN or Sky PECS which is supplied, operated, maintained or supported by Supplier; and
- 8.2.2 so far as proportionate, an offline copy of that information, and, on Sky's request (which may be made with reasonable frequency appropriate to the assessed security risk of the Sky PECN or Sky PECS), Supplier will provide Sky with replacements of such copies held in accordance with this clause. Supplier will, on Sky's request, promptly replace any information damaged by a security compromise with the information contained in the corresponding copy referred to in this provision.
- 8.3 The duties under clause 8.1 also include a particular duty for Supplier to have means and procedures in place insofar as relevant to the Relevant Deliverables for:
- 8.3.1 promptly identifying the occurrence of any security compromise, assessing its severity, impact and likely cause;
- 8.3.2 promptly identifying any mitigating actions required as a result of the occurrence of any security compromise;
- 8.3.3 where the occurrence of a security compromise gives rise to the risk of a connected security compromise, for preventing the transmission of signals that give rise to that risk;
- 8.3.4 providing Sky with co-operation and assistance to enable Sky to respond to the occurrence of a security compromise within a reasonable period appropriate to the assessed security risk of the Sky Group (as the network provider or service provider), and without creating any risk of a further security compromise occurring; and
- 8.3.5 if required, providing Sky with co-operation and assistance to enable

Sky to prepare a written plan as to how and when Sky may take steps for the purposes of preventing any adverse effects (on the network or service or otherwise) arising from the occurrence of a security compromise;

8.3.6 dealing with any unauthorised access to, or control over, security critical functions which Supplier is responsible for operating, maintaining or supporting by taking action as soon as reasonably possible, and without creating any risk of a further security compromise occurring, to ensure that only authorised users have access to the relevant network or service.

8.4 Supplier will promptly notify Sky in writing via email to CFC@sky.uk (or by such other method of notice as is agreed in writing between Sky and Supplier) and, in any event, within 48 hours (or less), of becoming aware of a security incident that may have caused or contributed to the occurrence of a security compromise or where the Supplier has identified an increased risk of a security compromise occurring in respect of any Sky PECN or Sky PECS, which Supplier is responsible for operating, maintaining or supporting, or in respect of which Supplier provides or has provided any other Relevant Deliverables. This includes incidents in the Supplier's development or corporate networks. Supplier shall include in the notification details as to:

8.4.1 the nature and extent of the security compromise (or risk of such incident occurring), including the details referred to in section 105K(2) of the Communications Act 2003 to the extent such information is available to Supplier;

8.4.2 any measures which Supplier is taking or intends to take in order to prevent, remedy or mitigate the effect of the security compromise;

8.4.3 the technical measures that it may be reasonably practicable for persons who use the network or service to take for the purposes of preventing, remedying or mitigating the effect of any security compromise on them (but only to the extent available);

8.4.4 the name and contact details of the relevant point of contact with whom relevant personnel from Sky can liaise in order to obtain further information and monitor and manage the impact of the security compromise.

8.5 The Supplier shall support Sky in investigations of alleged wrong-doing or security incidents connected to the Relevant Deliverables or the acts or omissions of Supplier, its employees, agents or subcontractors which cause or contribute to the occurrence of a security compromise in relation to any Sky PECN or Sky PECS, or of an increased risk of such a compromise occurring.

8.6 Supplier shall find and report on the root cause of any security incident connected to the Relevant Deliverables or the acts or omissions of Supplier, its employees, agents, or subcontractors that could result in a security compromise in the UK within 30 days and rectify any security failings found. Where Supplier cannot quickly resolve security failings, Supplier shall work with Sky to ensure the issue is mitigated until resolved.

8.7 If Supplier does not resolve security failings identified and reported as part of Supplier's root cause analysis undertaken pursuant to clause 8.6 within a reasonable timeframe, Sky may at any time terminate any or all Agreements (in whole or in part) with effect immediately (or at such later date specified in the notice of termination) by giving notice in writing to the Supplier, without any further liability.

9. GOVERNANCE

9.1 Supplier will take such measures as are appropriate and proportionate to identify and reduce the risks of security compromises occurring as a result of unauthorised conduct by Supplier Personnel involved in the provision of any Sky PECN or Sky PECS and provide Sky with such co-operation and assistance as Sky may reasonably require to enable Sky to categorise and manage security incidents in a standardised way, and to undertake any post incident review procedure (including using lessons learned from security incidents to improve security measures and the security of new goods and services).

9.2 Supplier shall ensure any Supplier Personnel given responsibilities for taking security measures relating to a Sky PECS and/or Sky PECN are appropriately, proportionately, and effectively managed.

10. REVIEWS

10.1 Supplier will provide Sky with all information and assistance reasonably required in connection with the Relevant Deliverables to enable Sky to undertake regular reviews of its security measures in relation to any Sky PECN and any Sky PECS, taking into account relevant developments relating to the

risks of security compromises occurring.

10.2 Supplier will undertake, at least once in any period of 12 months, a review of the risks of security compromises occurring in relation to any Sky PECN or Sky PECS as a result of the Supplier's supply of Relevant Deliverables to Sky Group or the acts or omissions of Supplier, its employees, agents or subcontractors in order to produce a written assessment of the extent of the overall risk of security compromises occurring as a result of the Supplier's supply of Relevant Deliverables to Sky Group or the acts or omissions of Supplier, its employees, agents or subcontractors within the next 12 months, taking into account the information referred to in regulations 11(b)(i) to (v) and (vii) to (viii) of the ECSMR.

10.3 Supplier will provide Sky with a copy of a report setting out the latest review carried out pursuant to clause 10.2 within ten (10) business days of receiving a request from Sky for the same.

11. PATCHES AND UPDATES

11.1 If Supplier is a provider of equipment or software used for the purposes of Sky PECN or Sky PECS, Supplier will promptly provide such information, cooperation and assistance as Sky may reasonably require to enable Sky to: (a) where Supplier makes available a patch or mitigation relating to the risks of security compromises occurring (including software updates and equipment replacement), take such measures as are appropriate and proportionate to deploy the patch or mitigation within such period as is appropriate in the circumstances having regard to the severity of the risk of a security compromise which the patch or mitigation addresses (b) identify any need for a security update or equipment upgrade; and (c) implement the necessary update or upgrade within such period as is appropriate, having regard to the assessed security risk of Sky Group (as the network provider or service provider).

12. COMPETENCY

12.1 If any Supplier Personnel are responsible persons in relation to any Sky PECN or Sky PECS, Supplier shall take such measures as are appropriate and proportionate to ensure that such Supplier Personnel:

12.1.1 are competent to discharge that responsibility;

12.1.2 are given resources to enable them to do so;

12.1.3 have appropriate knowledge and skills to perform their responsibilities effectively;

12.1.4 are competent to enable Sky to perform its duties under regulation 6 of the ECSMR (monitoring and analysis) and are given resources for that purpose;

12.1.5 are competent to show appropriate understanding and appraisal of the activities of Supplier's third-party suppliers and of any recommendations made by such third-party suppliers for the purposes of identifying and reducing the risks of security compromises occurring and are given resources for that purpose.

12.2 If the Supplier is contracted to provide any services involving configuration of new equipment supplied, provided or made available by a third party supplier, the foregoing competency obligations include a particular duty for the Supplier to ensure that the equipment is set up according to a secure configuration approved by appropriately trained security personnel, following procedures which enable it to be demonstrated that the configuration has been carried out in that way, and to record any failure to meet recommendations of the third party supplier as to the measures that are essential to reduce the risk of security compromises occurring as a result of the way in which the equipment is set up.

13. AUDIT AND ASSESSMENTS

13.1 Subject to Sky and the Supplier entering into industry standard confidentiality arrangements (each party's agreement to the same not to be unreasonably withheld or delayed), Sky may audit the Supplier's premises, systems, data, records, manuals, policies, processes, controls and other information relevant to Supplier's compliance with the provisions of this Annex for the purpose of evaluating Supplier's compliance with the terms of this Annex. Such audits shall be conducted in accordance with the Audit provisions of this Agreement.

13.2 Supplier shall support, as far as appropriate, any security audits, assessments or testing required by Sky in relation to the security of Sky Group's own network, including those necessary to evaluate the security requirements under the Code.

13.3 If any audit, assessment, or testing identifies that Supplier has not complied with the Telecoms Security Obligations, then Supplier will promptly take such measures as are required to remedy the non-compliance.

14. INFORMATION SHARING

- 14.1 Supplier acknowledges and agrees that:
- 14.1.1 Sky may, if and to the extent required to do so by Telecoms Security Laws, share details of security issues relating to the Supplier or Relevant Deliverables with the United Kingdom government or any competent authority; and
 - 14.1.2 where a security compromise occurs in relation to a Sky PECS or Sky PECN and it appears to Sky that the security compromise is one that may cause a connected security compromise in relation to another public electronic communications network or public electronic communications service, Sky may (to comply with Telecoms Security Laws), so far as is appropriate and proportionate, provide information about the security compromise to the network provider or service provider in relation to the other network or service, which may include information about the Relevant Deliverables or acts or omissions of the Supplier or its subcontractors.
- 14.2 It is acknowledged that any person in receipt of information pertaining to the Relevant Deliverables, the Supplier or its subcontractors as a result of Sky exercising its rights under the foregoing information sharing provisions (to comply with Telecoms Security Laws) will (by virtue of being a public electronic communications network provider or public electronic communications service provider) be subject to regulation 15 of the ECSMR which provides that such information may not without the consent of the Supplier or relevant subcontractor (as applicable): (a) be used or disclosed by the network or service provider otherwise than for the purpose of identifying or reducing the risk of security compromises occurring in relation to that provider's network or service or preventing or mitigating the adverse effects of security compromises that have occurred in relation to the recipients network or service; or (b) be retained by the network or service provider longer than is necessary for that purpose.

15. COSTS

- 15.1 Supplier shall provide all cooperation and assistance required from Supplier under this Annex at Supplier's cost.

Schedule 1 Local Country Amendments for Italy

The following amendments to the Terms and Conditions are made solely in respect of Orders made by Sky Italia S.r.l. or any other entities registered in Italy within the Sky Group:

1. Clause 5 (Warranties) shall be amended to include the following additional paragraphs:
 - (i) you have taken into account all company procedures and regulations and the relevant laws applicable in the field of Health, Safety and Environment;
 - (j) you have been informed on the specific environment risks and emergency and precautionary measures existing in the premises where you perform any Order, including in relation to Sky and other subcontractors' activities taking place in the same premises, and that you have taken into account such condition in determining the prices of the Order;
 - (k) you have read and agreed the assessment of the measures of management and cancellation of the interferences prescribed in relation to the specific subject of an Order and indicated this in the table of the security costs of the "DUVRI" (that constitutes an integral and substantial part of such Order), and in particular in the table describing the subject of the relevant Order (the "DUVRI" is available on the Sky portal at the link https://eprocurement.sky.it/en/pagine/amministrativa/area_amministrativa.html). It is understood that the Supplier, after having issued its offer and/or during the term of any Order, can make specific supplementary variations to security costs other than those referred to in "DUVRI preliminare", explaining the reasons at the basis of such proposed variations; the variations will be formalized in a special supplementary DUVRI which will take into account the new security costs. It is also understood that in case of conflict between the additional provisions with those contained in "DUVRI preliminare", the provisions of the supplementary DUVRI shall prevail;
 - (l) the price or fees for Deliverables is inclusive of the costs of the measures for interferences management;
 - (m) the costs of the measures for interference management have not been decreased; and
 - (n) you have examined the Comcast Code of Conduct for Suppliers and Business Partners ("Code of Conduct") prior to the acceptance of the Agreement and any Order, and you will comply with all the principles stated in it during the performance of any obligations arising from any Order. You declare to be aware of the legislative decree 8 June 2001, n. 231 (the "Decree 231") and acknowledges that Sky has adopted its own Organization, Management and Control Model pursuant to Decree 231, to which Sky refers for every aspect of its business and in the management of commercial and contractual relationships.
2. Clause 8 (Charges) shall be deleted in its entirety and replaced with the following:
 - 8.1 The price set forth in the Order (hereinafter the "**Price**") shall be considered a comprehensive fixed and invariable sum, for the whole term of any Order, and not aleatory under art. 1469 the Italian Civil Code. The Price is gross of any withholding tax and/or other taxes, where applicable, and net only of VAT (or equivalent value added tax) where applicable.
 - 8.2 Sky shall pay the Price, according to the provisions of any Order, only upon receipt of a valid invoice issued and delivered to Sky after the signature of the Order by both Parties, according to the following procedure:
 - 8.2.1 in the case where the Supplier is obliged to issue the invoice electronically according to law, or exercises its faculty to transmit the invoice electronically, the invoice must:
 - 8.2.1.1 be issued in the name of Sky Italia S.r.l., via Monte Penice 7, 20138 Milan (or such other entity as expressly stated on the Order);
 - 8.2.1.2 refer to the "protocol number" that Sky will communicate at the date of signature of the relevant Order;
 - 8.2.1.3 be dated as at the date in which the invoice has been issued ("**Invoice Date**");
 - 8.2.1.4 be sent in electronic format according to the procedures established by law;
 - 8.2.1.5 refer to the following Sky recipient code for electronic invoicing: RUCLBH1.

Any attachments may be provided, in pdf format only, in field 2.5 of the xml

file.

Any communications in case of inability to deliver the electronic invoice via the Interchange System (SdI) must be sent to the e-mail address skytaliastpliers@sky.uk.

- 8.2.2 in case where the Supplier is not obliged to issue the invoice electronically according to law and does not exercise its faculty to transmit the invoice electronically, the invoice must:
 - 8.2.2.1 be issued in the name of Sky Italia S.r.l., via Monte Penice 7, 20138 Milan (or such other entity as expressly stated on the Order);
 - 8.2.2.2 refer to the "protocol number" that Sky will communicate at the date of signature of the relevant Order;
 - 8.2.2.3 be dated as at the Invoice Date;
 - 8.2.2.4 be sent to Sky on the Invoice Date;
 - 8.2.2.5 be sent to Sky via e-mail to the following e-mail address: pdf.fatture@service.skytv.it. The "Subject" line of any of such e-mails shall always contain all the following information: "[COMPANY VAT NUMBER IN EUROPEAN FORMAT] - [COMPANY NAME] - [INVOICE No.] - [DATE OF INVOICE]"
- 8.3 Payments under any Order shall be made via bank transfer to the bank account as notified by Supplier to Sky by specific form.
- 8.4 Payment Terms:
 - 8.4.1 In respect of Suppliers that do not belong to the category of small and medium companies, subject to the following provisions, each invoice shall be paid by Sky at the end of the third month following the Invoice Date. This term may be extended by up to thirty (30) additional business days for the technical management of the payment process (the end of such extended term including any additional extension as provided for in the following paragraphs, shall constitute the "**Due Date**" as applicable).
 - 8.4.2 In respect of Suppliers that belong to the category of small and medium companies, subject to the following provisions, each invoice shall be paid by Sky within 60 days from the date of receipt of thereof (hereinafter the "**Due Date**" as applicable).
- 8.5 Subject to receipt of a valid invoice from Supplier, Sky shall pay interest on any undisputed amount that remains unpaid after the Due Date at a rate equal to the annual interest rate set by ECB (European Central Bank) on the MROs (Main refinancing operations) and applicable at the time, increased by 1% (one per cent) per annum, such interest to be calculated on a daily basis from the date the payment becomes overdue until the date payment of the undisputed amount is made in full and payable by Sky. The Parties acknowledge that the interest payable as set out in this Clause 8.5 is intended to be a substantial remedy for sums payable pursuant to the Agreement and are in lieu of any sums due pursuant to the Legislative Decree no. 192/2012.
- 8.6 Should the Supplier for any reason fail to or be delayed in delivering its invoice to Sky in compliance with the provisions of the above clauses, Sky shall have the right to extend the terms of payment set forth in Clause 8.4 by the same number of days as the delay. For the purposes of this Clause 8.6, the date of receipt of the Supplier's invoice shall be: for invoices sent electronically, the date recorded in the Interchange System (SdI) and for invoices not sent electronically, the date reported on the e-mail that Sky will send automatically to the Supplier to confirm receipt of the invoice.
- 8.7 Should Sky be obliged, on the basis of existing or future laws or acts of the competent governmental and administrative authorities, to make any deduction and/or withholding from the amount due to Supplier under any Order, Sky shall:
 - 8.7.1 be entitled to pay the amount due to Supplier after applying such deduction or withholding;
 - 8.7.2 pay to the competent authority, within the Due Date, the amount of such deduction or withholding;
 - 8.7.3 send to Supplier a written confirmation of that payment to the competent authorities.
- 8.8 Sky shall be entitled, automatically and by giving simultaneous notice to Supplier, to offset any credit of the Supplier towards Sky related to any

- Order with any possible debt of the Supplier towards Sky, pursuant to article 1241 and following Italian Civil Code. The abovementioned offset shall take place only after issue of the related invoices.
- 8.9 In case the aforementioned amounts are expressed by the parties in Euros, should at any time during the term of any Order the Euro cease, for any reason whatsoever, to be legal tender in Italy, then from such moment the fees (or the residual part of such fees, including any amounts that are due by Sky but not yet paid) shall all be paid, according to the terms of the relevant Order (notwithstanding where applicable, to clauses 1277 and following and clause 1467 of the Italian Civil Code) in the new legal tender valid in Italy, at the exchange rate between the Euro and such new currency that will be established and/or determined on the date the Euro ceases to be legal tender in Italy. Should, afterward, such new currency cease, for any reason whatsoever, to be legal tender in Italy, then the preceding paragraph shall apply, *mutatis mutandis*, to such new currency and to any and all other subsequent currencies that may become legal tender, also from time to time, in Italy during the term of the Order.
3. Clause 9.1(a) and (b) (Termination) shall be deleted in its entirety and replaced with the following:
- 9.1 Without prejudice to any of our other rights or remedies that we may have at law or by contract, 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; (c) fail to comply with the provisions and / or principles ruled on the Code of Conduct and the provisions of Legislative Decree 231/2001; (d) breach any of your obligations under Clause 13 (Supplier Personnel); or (e) are unable to pay your debts, 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 Italy or any equivalent of the foregoing in any other jurisdiction. In any case of termination of an Order for reasons attributable to Supplier, all Sky's obligations will immediately cease, including the payment of the Price. Clause 13 (Supplier Personnel) shall be deleted in its entirety and replaced with the following:
- 13.1 Supplier shall employ professional and qualified employees and/or collaborators ("**Supplier Personnel**") to provide the Deliverables, and in doing so it shall comply with applicable laws and collective agreements relevant to such employees, and comply with contribution, salary, insurance and fiscal obligations relevant to collaborators, and it also shall comply with all obligations included in the collective agreements and laws in force, with particular reference to contribution, salary, insurance and fiscal obligations, as well as with obligations and burdens resulting from the industrial relation, and with any applicable provisions concerning the protection, safety and physical integrity of workers themselves.
- 13.2 Supplier shall appoint a person in charge of providing the Deliverables (the "**Supplier Contact**"), who shall coordinate, organize and superintend the work of the appointed Supplier Personnel, by giving the necessary instructions to guarantee the best possible performance of any Deliverables that are services in accordance with any instructions given by Sky, and by supervising the correct progress of work. In turn, Sky shall appoint a person within its corporate structure (the "**Sky Contact**") to be the liaison with Supplier for any activities and needs connected to the performance of any Order.
- 13.3 The parties agree that there is no relationship (contractual or employment) between Sky (and its Group companies) and the Supplier Personnel and/or any Supplier's subcontractors (or their representatives). Without prejudice to the exercise of the rights recognized to Sky by art.1661 and 1662 of the Italian Civil Code, Sky shall have no power to exercise any further rights on such Staff and/or Supplier subcontractors.
- 13.4 Supplier shall provide the Deliverables with maximum diligence and in a professional manner, in strict respect of the regulations applicable to such Deliverables and of the instructions given by Sky, guaranteeing the highest professional standards and operating in a way that befits Sky's image.
- 13.5 Should the provision of the Deliverables require the presence of any Supplier Personnel in Sky's premises and/or on sites which are by law under Sky's control, the appointed Supplier Personnel shall have free access with no restrictions, in compliance with Sky and its employees' operating and operational needs. For this purpose, Sky's appointed staff may ask Supplier Personnel, at any time, for their name and job title.
- 13.6 Supplier shall provide Supplier Personnel appointed to perform any Deliverables that are services with identity cards as per applicable law, which shall be exhibited and visible during the performance of the services.
- 13.7 The Supplier undertakes to comply with all legal provisions concerning safety at work and it declares that the Supplier Personnel have been previously informed and educated regarding the obligations required by health and safety, social security, insurance and labour law, ensuring, on its own responsibility, that the Supplier Personnel will adhere strictly to the above-mentioned laws. If any services will be performed in whole or in part, in places other than Supplier's premises and/or local units, the Supplier undertakes to know, including via special meetings with Sky, all information and environmental conditions about the places where the services will be performed. The Supplier undertakes to keep the Supplier Personnel promptly informed about prevention and protection measures, overseeing and monitoring their compliance. The Supplier agrees to strictly comply with the provisions on health and safety provided by Sky for the activities to be performed in Sky's premises and/or on sites, which are under Sky's control. The Supplier shall cooperate with Sky in obtaining all necessary information about the implementation of protection and prevention measures. In the presence of interference risks, the Supplier undertakes to work with Sky to determine the relevant co-operation and co-ordination actions, giving also effect to the prevention and protection measures.
- 13.8 Supplier shall provide Sky, on its request, with copy of the documentation which demonstrates the correct performance of all the Supplier's obligations listed above.
5. Clause 17 (General) shall be amended as follows: Clause 17.13 shall be deleted in its entirety and replaced with the following:
- 17.13 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 the laws of Italy and the parties irrevocably submit to the exclusive jurisdiction of the courts of Milan 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.
6. The following new Clause 18 (Tax Documentation) shall be added:
- 18. Tax Documentation**
- 18.1 Where the conditions set forth in art. 17-bis, paragraph 1, of Legislative Decree 241/97 (as introduced by art. 4 of Legislative Decree no. 124/2019) apply to the Agreement (namely when (i) the Supplier Personnel have access to Sky premises; (ii) such Supplier Personnel use Sky goods; and (iii) the consideration for the Agreement is not less than 200,000 per year), the Supplier undertakes to send to Sky within five (5) business days following the ordinary deadline for the payment of withholding taxes applicable to the wages paid to the Supplier Personnel and/or similar directly employed individuals that are engaged in the provision of the Deliverables under an Order in the previous month:
- 18.1.1 a copy of the payment proxies relating to the payment of the aforementioned withholding taxes, which shall include Sky's tax code in the appropriate field "*Tax code of the co-obligor*" together with the identification code "09"; and
- 18.1.2 the list of names of the relevant Supplier Personnel and/or similar workers, identified by tax code, who were employed in the previous month and engaged in the provision of the Deliverables with details of the hours worked, the amount of remuneration paid to each in relation to the specific activity carried out and the details of the relative withholding taxes made in the previous month, with separate indication of those concerning the service entrusted by Sky.
- 18.2 As an alternative to the above documentation, the Supplier may provide Sky, one in every four (4) month period, with the certification issued by the Revenue Agency certifying the exemption requirements set out in art. 17-bis, paragraph 5, of the Legislative Decree 241/1997.
- 18.3 Where all or part of the Deliverables under any Order are subcontracted to one or more third-party subcontractor(s), and the requirements set out in the art. 17-bis of Legislative Decree 241/97, the Supplier, without prejudice to its obligations referred to above, also undertakes to send to Sky, in

- accordance with the form and timelines referred to in this Clause 18, the documentation referred to in Clauses 18.1.1 and 18.1.2 above or, where relevant, the certificate issued by the Revenue Agency pursuant to Clause 18.2, in relation to any such subcontractor(s).
- 18.4 Any documentation referred to in this Clause 18 shall be sent by the Supplier to Sky at the following PEC address: skyitalia@pec.skytv.it. The subject line of the PEC shall state: *"New obligations in the field of procurement contracts: art. 17-bis Legislative Decree 241/97"*.
- 18.5 In the event of non-compliance by the Supplier of this Clause 18, or in the event of incompleteness or incorrectness of the same, as well as in the event of omitted or insufficient payment of withholding taxes by the Supplier, Sky may, in compliance with the provisions provided for by paragraph 3 of the art. 17-bis of the Legislative Decree 241/97, suspend payments due to the Supplier up to an amount equal to 20% of the consideration of an Order or for an amount equal to the withholding taxes not paid, giving notice within 90 days to competent office of the Revenue Agency.
- 18.6 The Supplier undertakes to hold Sky harmless in relation to any liability, loss, damage, cost and/or expense incurred or suffered by the same as a consequence of the Supplier's failure to fulfill the obligations referred to in this Clause 18.
7. Annex 1 (Data Protection Agreement) shall be amended as follows: Paragraph 3.6.2 shall be deleted in its entirety and replaced with the following:
- 3.6.2 without undue delay (and, in any event, within 24 hours) via email to legal.databreach@skytv.it if it becomes aware of any personal data breach or breach of this DPA or SCCs (where applicable) or reasonably suspects that a personal data breach or breach of this DPA or SCCs (where applicable) occurred, providing, to the extent reasonably possible, the information Sky is required under Applicable Data Protection Law to provide to the supervisory authority concerned.

Schedule 2
Local Country Amendments for Germany

The following amendments to the Terms and Conditions are made solely in respect of Orders made by Sky Deutschland Fernsehen GmbH & Co. KG or any other entities registered in Germany within the Sky Group:

1. Clause 5(g) (Warranties) shall be deleted in its entirety and replaced with the following:

(g) you shall not and shall ensure that none of your subsidiaries, shareholders, directors, officers, employees, contractors, sub-contractors, agents or other representatives ('Associated Persons') shall breach or cause Sky to breach any anti-financial crime laws to which each Party is subject including but not limited to the UK Bribery Act 2010, U.S. Foreign Corrupt Practices Act 1977, Proceeds of Crime Act 2002, Criminal Finances Act 2017, any sanctions or export controls regimes enforced by the United Kingdom, European Union, Germany or United States to the extent enforceable pursuant to Council Regulation (EC) No 2271/96, the "European Blocking Statute" and Section 7 AWV German Foreign Trade and Payments Ordinance, financial crime offences under the German Penal Code, and all updates, amendments and/or implementing measures thereto (together, the "Anti-Financial Crime Laws"). Without prejudice to clause 9 (Termination), if you breach this clause 5(g) or continued performance of the Agreement will cause a breach of any Anti-Financial Crime Laws then:

- (i) you shall fully cooperate with Sky in investigating and if possible, remedying the breach;
- (ii) Sky may terminate this Agreement immediately on written notice to you without liability to you; and
- (iii) notwithstanding clause 14.10, you shall fully indemnify Sky against all liabilities suffered or incurred by it arising out of or in connection with a breach of this clause 5(g).

2. Clause 8 (Charges) shall be deleted in its entirety and replaced with the following:

- 8.1 The price of or fees for Deliverables are set out in the Agreement.
- 8.2 Sky shall pay the fees for any Deliverables, according to the provisions of the relevant Order, only upon receipt of a valid invoice issued and delivered to Sky by Supplier in compliance with the statutory requirements of any applicable VAT laws.
- 8.3 All invoices issued by the Supplier shall include the following information:
 - 8.3.1 name, address and VAT number of applicable Sky entity;
 - 8.3.2 name, address and tax code or VAT identification number of the Supplier
 - 8.3.3 nature and extent of the service (including any reference to relevant supplementary documents, e.g. the Agreement or the relevant Order);
 - 8.3.4 time of the service (e.g. month, date, etc.);
 - 8.3.5 date of issue of the invoice;
 - 8.3.6 continuing invoice number;
 - 8.3.7 ten-digit Sky purchase order number;
 - 8.3.8 net amount payable for all services/ goods provided, showing details by taxable amount (separated by tax rates) and tax-exempt amounts;
 - 8.3.9 the amount of tax due on the net amount (shown separately);
 - 8.3.10 the reasons for any tax exemption (including, for example, when it relates to foreign delivery); and
 - 8.3.11 any applicable additional information required for foreign service providers.
- 8.4 In relation to any invoices for amounts up to EUR250 only clauses 8.3.2, 8.3.3 and 8.3.5 and the gross amounts must be broken down by tax rate.
- 8.5 The time allowed for payment starts after the delivery and/or rendering of services and Sky's receipt of the proper invoice. Unless otherwise agreed upon, Sky shall pay any proper invoice within 60 days of its receipt.
- 8.6 Invoices shall be sent to Sky's e-mail at PDF.Rechnungen@sky.de. Proper invoices shall include the details specified above as well as the item number, the quantity ordered, the quantity delivered and the individual and total price. VAT shall be indicated separately.
- 8.7 Supplier may not demand partial payments and deductions from Sky, unless otherwise agreed in an Order.
- 8.8 Each party shall be responsible for its own tax liabilities in its respective territories and all amounts payable in accordance with the Agreement shall be made without any deduction other than for withholding tax or similar taxes (if applicable). As far as Sky is obliged to withhold and pay taxes for

the Supplier under German or foreign laws or other legal reasons, Sky shall be entitled to withhold such amounts (except VAT in the reverse charge mechanism) from the remuneration payment and to remit them for the Supplier to the respective fiscal authority. Respectively, the Supplier shall indemnify Sky in this respect and pay back to Sky any remuneration amounts already received by Sky within 20 days of the issuance of a relevant request by Sky. After the remittance of such taxes to the relevant tax authority, Sky shall provide Supplier with a corresponding tax certificate which allows Supplier to benefit from any tax credit arising from the withholding tax. Sky will, however, refrain from withholding taxes where prior to the payment of the remuneration a valid (partial) withholding tax exemption certificate is presented by the Supplier. To a necessary and reasonable extent, Sky will assist Supplier in applying for a respective tax exemption certificate.

8.9 In accordance with German law, Supplier shall promptly inform Sky and the respective Tax Authority if the conditions on which the responsible Tax Authority relied when granting the withholding tax exemption certificate have changed during the period covered by the withholding tax exemption certificate. In particular, the Supplier shall inform Sky and the responsible Tax Authority where there has been a change in (a) the residence status of the Supplier (within the meaning of the relevant double taxation treaty); (b) Supplier's right to dispose of the remuneration payment; (c) the Agreement in respect of the rights granted and (d) Supplier's beneficial ownership of the remuneration payment.

8.10 If one of the mentioned conditions has been changed and the withholding tax exemption certificate that Supplier previously provided is invalid from the effective date of such change, and Sky is required to deduct and remit withholding taxes for the Supplier under German law, Sky is entitled to deduct such withholding tax from the next remuneration payment and to remit such withholding tax for the Supplier to the respective fiscal authority, unless Supplier provides a new withholding tax exemption certificate based on the changed conditions confirming that a reduced or zero rate of withholding applies. The Supplier shall indemnify Sky in this respect and shall pay back to Sky any remuneration amounts already received by Sky within 20 days after Sky has issued a corresponding request.

3. Clause 13 (Supplier Personnel) shall be deleted in its entirety and replaced with the following:

- 13.1 In providing the Deliverables, Supplier is not subject to any instructions issued by Sky in terms of place, time, ways and methods other than those stipulated in an Order.
- 13.2 Supplier shall perform its services on its own authority and with its own equipment. Depending on the nature of the work, Supplier's performance may, however, require Supplier's presence at a certain place at a certain time.
- 13.3 Supplier shall be free to work for other companies. Supplier shall not however accept other tasks that conflict with the work stipulated under any Order. Supplier declares that it does not perform work regularly and predominantly for Sky and that, according to current planning, the Supplier generates at least 1/6 of its annual turnover with other third parties besides the Sky. Supplier shall inform Sky immediately in writing (textform sufficient) if there is a change in this respect. In case of a failure to comply with this information obligation, Supplier shall reimburse Sky any damages resulting thereof, in particular any employee contributions to social security.
- 13.4 Supplier's contractual obligations must not be passed to third parties and must not be executed by subcontractors without the Sky's approval in writing. Insofar as Sky has approved the use of subcontractors, Supplier shall ensure that the subcontractor agrees to terms identical to the Agreement. Customer hereby consents to the use of subcontractors as specified in any Order.
- 13.5 If Supplier must perform his services on Sky premises and intends to use third parties for the fulfilment of his contractual obligations, Supplier shall ensure that the persons employed will be exclusively employed persons with social security contributions. Sky shall have no influence on the selection of persons employed.
- 13.6 Supplier shall employ suitable and trained personnel to fulfil its contractual obligations.
- 13.7 In compliance with statutory provisions, Supplier shall deploy on Sky

premises only employees who have a valid work permit for the Federal Republic of Germany or, if the performance is not provided within Germany, a valid work permit for the respective country in which the rendering of services is carried out. All taxes which are due in respect of Supplier's employees and all social security taxes for Supplier's employees shall be paid by Supplier in full and on time to the competent institutions. Supplier shall pass these obligations on to any subcontractors by virtue of a contract.

- 13.8 Supplier shall ensure that all occupational health and safety regulations are complied with in its performance of its obligations under the Agreement.
2. Clause 17.15 (General) shall be deleted in its entirety and replaced with the following:
 - 17.15 You acknowledge and understand the following: (i) Sky's net zero target of reducing carbon emission by 50% by 2030; (ii) Sky Environmental Policy; and (iii) Bundes-Klimaschutzgesetz vom 12. Dezember 2019, as amended. Accordingly, you agree to work with Sky as requested, including but not limited to providing reports on your greenhouse gas emissions, providing your carbon reduction plan, working with Sky on carbon reduction initiatives, to help Sky meet its net zero target.
3. The following new Clause 15 (Supply Chain) shall be added:
 - 15. Supply Chain**
 - 15.1 The parties agree to comply with the internationally recognized human rights and environmental obligations protected under the German Supply Chain Due Diligence Act ("LkSG") within their supply chains.
 - 15.2 The parties shall ensure that their respective business operations comply with all applicable Law in relation to child and forced labor, slavery and (modern) human trafficking, as well as discrimination and shall always act in compliance with the labor protection laws applicable at the respective place of employment, including the payment of appropriate wages and the protection of its employees' freedom of association; and shall act in compliance with the Minamata Convention on Mercury, the Stockholm Convention on Persistent Organic Pollutants and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal (altogether the "Fundamental Obligations / FO").
 - 15.3 Supplier shall pass on these FO to its suppliers and implement a commercially reasonable, risk-based strategy in its business operations to prevent violations of FO. At the request of Sky this strategy may include training sessions of supplier's personnel performed by Sky or its agents. Supplier shall, upon request by Sky, grant Sky or its agents all rights and access required by Sky or its agents to monitor FO-related concerns on site at any production facility within the supply chain. Any failure by the Supplier to grant such rights or access shall be deemed a material breach of the Agreement.
 - 15.4 If a violation of any FO has already occurred or is likely to occur, Supplier shall take appropriate remedial action, to prevent, end or minimize the extent of such violation. If this violation is material and persistent and cannot be cured by the Supplier within a reasonable time, then this will be deemed a material breach of the Agreement and Sky shall have the right to terminate this Agreement.
4. Annex 1 (Data Processing Obligations) shall be amended as follows:

Paragraph 3.6.2 shall be deleted in its entirety and replaced with the following:

 - 3.6.2 without undue delay (and, in any event, within 24 hours) via email to dsh@sky.de, if it becomes aware of any personal data breach or breach of this DPA or SCCs (where applicable) or reasonably suspects that a personal data breach or breach of this DPA or SCCs (where applicable) occurred, providing, to the extent reasonably possible, the information Sky is required under Applicable Data Protection Law to provide to the supervisory authority concerned.

Schedule 3 Sky CP Amendments

The following amendments to the Terms and Conditions are made solely in respect of Orders made by Sky CP Limited (or any other entities within the Sky Group) for Deliverables that they intend to distribute, or include in products they intend to distribute, to their customers and/or the customers of any member of the Sky Group:

1. Clause 1 (Definitions) shall be amended to include a revised definition of “Law/s” and additional definitions for “Regulator”, “Remedial Plan” and “Technical Documentation”:
“**Law/s**”:
 - (a) all statutes, regulations, by-laws, ordinance or subordinate legislation in force from time to time;
 - (b) all common law and the law of equity;
 - (c) all binding court orders, judgments or decrees;
 - (d) all applicable industry codes, policies or standards enforceable by law; and
 - (e) all applicable legally binding directions, policies, requirements, codes, principles, rules or orders of a regulator, including all applicable anti-slavery and human trafficking legislation, product safety legislation, and environmental legislation and where applicable, all legislation relating to electromagnetic compatibility and effective use of the radio spectrum;“**Regulator**”: any supervisory or government agency, body or authority having regulatory or supervisory authority over our assets, resources or business or over the Deliverables, including any organisation reporting to such bodies;
“**Remedial Plan**”: has the meaning given to it in clause 3.10;
“**Technical Documentation**”: means all the information and documentation in paper or electronic form necessary to demonstrate the conformity of the Deliverables with the applicable Laws (including specifications, relevant photographs, conceptual design and manufacturing drawings, testing, test reports, applicable harmonized standards and/or EU-type examination certificates and their annexes, the corresponding bill of materials save that prices in any such bill of materials may be hidden, and a copy of the EU declaration of conformity), provided that all such information and documentation shall be in such language(s) as can be easily understood by us and any Regulator requesting access to such information and documentation;
2. Clause 2.3 shall be deleted in its entirety and replaced by the following:
 - 2.3 Unless otherwise stated to the contrary in an Order, Sky has the right (i) to pass-through, or allow access to, the Deliverables to Service Beneficiaries and (ii) allow any member of the Sky Group to distribute the Deliverables to their customers and enable their customers to make use of the Deliverables for any purpose whatsoever.
3. Clause 3 shall be amended to include the following additional sub-clauses:
 - 3.6 you shall ensure that:
 - 3.6.1 all the necessary steps have been taken to ensure compliance of the Deliverables with all applicable Laws, which shall include carrying out, or ensuring that a third party has carried out, any testing and assessment of the Deliverables required by Law prior to delivering the Deliverables (including any modified versions of the Deliverables) to us. Where we request it, you shall ensure that any required testing and assessment is carried out by a third party that we have approved;
 - 3.6.2 storage and transport conditions do not jeopardize the compliance of the Deliverables with all applicable Laws;
 - 3.6.3 you are able to identify the legal entity that supplied the Deliverables to you and you shall identify that legal entity for us, as and when we request it;
 - 3.6.4 you are in a position to be able to produce the Technical Documentation and you shall ensure that the Technical Documentation is supplied to us and/or the relevant Regulator as and when we request it;
 - 3.6.5 the markings and labelling required by Law (including any required CE marking) are affixed to the Deliverables and/or documentation and packaging accompanying the Deliverables, as required by Law;
 - 3.6.6 the Deliverables are accompanied by the necessary documentation and information required by Law which may include user instructions and an EU declaration of conformity;
 - 3.6.7 any user instructions required by Law are sufficient to ensure safe assembly, installation, use and maintenance of the Deliverables;
 - 3.6.8 the documentation referred to in clause 3.6.6 is in a language which can be easily understood by those of our customers receiving the Deliverables and if we request it, the customers of any other member of the Sky Group;
 - 3.6.9 any required UK and/or EU declaration of conformity whereby the Deliverables are declared to be in conformity with the applicable Laws, together with any required translations thereof are supplied to us and/or the relevant Regulator as and when we request it;
 - 3.6.10 the relevant Technical Documentation and where required, the corresponding declaration of conformity, are kept for at least 10 years after the last Deliverable to be placed on the market, has been placed on the market, and for longer if required by Law; and
 - 3.6.12 you shall keep and, if we so request it, supply to us at your cost such reasonable number of sample units of each Deliverable (including any modified version thereof) as we may request.
- 3.7 You shall respond to any request that we make for information regarding any of the matters referred to in clause 3.6 as soon as practicable, but in any event within 7 days after the date of any such request or within such shorter period as may be specified by any Regulator.
- 3.8 You shall immediately notify us if you become aware or suspect that any Deliverable fails to comply with any applicable Laws and provide us with details of any such non-compliance as well as, at your own cost, samples of the Deliverables, if so requested by us.
- 3.9 You shall promptly provide at your cost all assistance, support and technical expertise (including, if you are a distributor (according to the definition in applicable Laws), assistance with identifying and contacting the manufacturer and importer of the Deliverables (both “manufacturer” and “importer” being as defined in the applicable Laws)) as we may require for the purpose of: (i) reducing the risk of any Deliverables failing to comply with any applicable Laws and (ii) responding to any requests for information made by any Regulator in relation to the Deliverables.
- 3.10 If we are made aware or suspect that any Deliverable fails to comply with any applicable Laws, we may require that you propose a plan (including timescales) (“**Remedial Plan**”) for remedying the non-conformance with applicable Laws presented by that Deliverable (“**Non-Conformance**”).
- 3.11 Following receipt of your proposed Remedial Plan, we will collaborate with you in order to (i) determine the best method of remedying the Non-Conformance and (ii) agree with you on the terms of the Remedial Plan that will then need to be implemented.
- 3.12 If you cannot agree, within a reasonable period of time, on a Remedial Plan that is reasonably acceptable to us or you fail to implement the agreed Remedial Plan within the timescales set forth in the Remedial Plan, then we shall be entitled to:
 - 3.12.1 immediately terminate the relevant Agreement (in its entirety or in part, including with respect to individual Orders) in accordance with clause 9.1(a);
 - 3.12.2 require you to, and you shall then, take back any and all Deliverables which are part of the same batch of Deliverables as the Deliverable(s) with the Non-Conformance and promptly provide a refund of the charges paid for such Deliverables; and/or
 - 3.12.3 invoice you for all costs arising from the Non-Conformance, including the cost of recovering the non-conforming Deliverables from customers and repairing them or replacing them with Deliverables that comply with applicable Laws. You shall pay any invoice submitted to you pursuant to this clause 3.12.3 within 30 days after the date of invoice.
- 3.13 You shall not make any change to the specifications of any Deliverable (“**Change**”) (including any change to any software or hardware that may be included in any Deliverable) without first obtaining our prior written

consent. You shall not deliver to us any Deliverables with any modifications resulting from a Change unless we have accepted that Change in writing. Until a Change is accepted by us in writing, you shall, unless unlawful to do so or otherwise agreed in writing, continue to deliver the Deliverables without that Change in accordance with the Terms and Conditions. You shall carry out all work required to make a Change at your expense and liability.

4. Clause 9.1(a) shall be deleted in its entirety and replaced by the following (Clauses 9.1(b) and 9.1(c) shall apply as previously stated in the Terms and Conditions):

9.1 Without prejudice to any of our other rights or remedies, we may, by written notice to you:

(a) immediately terminate an Agreement (in its entirety or in part, including in respect of individual Orders related to that Agreement) without liability to you in the event that: (a) you fail to supply any Deliverables on time in accordance with clause 3.1; (b) we reject the Deliverables in accordance with clause 4.2; (c) you fail to remedy any other material breach within either: (i) five (5) days of receipt of written notice from us to do so where the Deliverables are software or services related to software, or (ii) one (1) month of receipt of written notice from us to do so where the Deliverables are goods or services; or (d) you fail to agree, within a reasonable period of time, on a Remedial Plan that is reasonably acceptable to us or you fail to implement the agreed Remedial Plan within the timescales set forth in the Remedial Plan.