

ITV General Conditions of Contract For Third Party Suppliers of Goods and Services

1. INTERPRETATION AND DEFINITIONS

1.1 In this Contract, unless otherwise stated or unless the context otherwise requires:

Affiliate means in respect of either party, a company which is a subsidiary of that party or which is a holding company of that party, or a subsidiary of such holding company, in each case for the time being ("holding company" and "subsidiary company" have the meanings given to them by section 1159 Companies Act 2006 and include parent and subsidiary undertakings as defined in section 1162 Companies Act 2006).

Bribery means conduct which constitutes an offence under the Bribery Act 2010 or which would constitute an offence under the Bribery Act 2010 if that Act were in force in the jurisdiction where the conduct took place.

Charges means the amount payable for the Goods supplied and/or the performance of the Services (as applicable).

Confidential Information means in relation to either party to this Contract (first party) any and all information relating to the business affairs, developments, personnel, suppliers of the first party (or any of its Affiliates), in whatever form (including Personal Data), whether in oral, tangible or in documented form, that (i) is by its nature confidential; and/or (ii) the other party knows or ought to know is confidential; and/or (iii) is designated by the first party as confidential.

Contract means clauses 1–16 set out in this document, the Purchase Order and all other documents attached hereto (if any), all as amended from time to time in accordance with clause 2.2.

Data Controller has the meaning given in Data Protection Legislation.

Data Processor has the meaning given in Data Protection Legislation.

Data Protection Legislation means the Data Protection Act 2018 as it may be amended from time to time and includes any legislation that supersedes or replaces it.

Effective Date means the earlier of: (i) the date the Supplier gives notice of acceptance of the Purchase Order; or (ii) the date the Supplier gives implied notice of its acceptance of the Purchase Order by fulfilling it in whole or in part.

Goods means the items identified as such in the Purchase Order and all other deliverables provided by the Supplier pursuant to the Contract.

Intellectual Property Rights means patents, trade marks, service marks, logos, trade names and business names, copyright (including future copyright), database rights, design rights, domain names, rights in and to Confidential Information (including know-how, business methods, data and trade secrets), format rights and all other similar or analogous rights, in each case whether registered or unregistered, and including all applications for and renewals or extensions of such rights, in each case in any part of the world.

Insolvency Event means one or more of the following events: (i) an administrator, administrative receiver, receiver or manager, liquidator or similar officer is appointed in respect of the whole or any part of the Supplier's assets and/or a winding up petition is issued against the Supplier; or (ii) the Supplier proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors.

ITV means that member of the ITV Group identified as the contracting party on the Purchase Order.

ITV Group means ITV plc. (Company No. 04967001) of 2 Waterhouse Square, 140 Holborn, London EC1N 2AE, and each of its Affiliates.

ITV Premises means premises owned, leased, licensed or otherwise controlled and/or occupied by any member of the ITV Group from time to time.

London Living Wage means the London hourly rate as set by the Living Wage Foundation from time to time.

Modern Slavery means conduct which constitutes an offence under the UK's Modern Slavery Act 2015, or which would constitute an offence under the Modern Slavery Act 2015 if that Act were in force in the jurisdiction where the conduct took place.

Personal Data means any and all personal data (as defined under Data Protection Legislation).

Processing has the meaning given in Data Protection Legislation. "**Process**" and "**Processed**" shall be construed accordingly;

Purchase Order means ITV's written instruction to the Supplier to supply the Goods and/or perform the Services.

Relevant Law means any statute, enactment, ordinance, order, regulation, guidance or other similar instrument (including those relating to Bribery and Modern Slavery) in any jurisdiction, including any jurisdiction from which the Goods and/or Services are provided or in which any Goods and/or Services are received (or both), which relate to the performance of this Contract.

SAR means a written request made by or on behalf of an individual for the information which they are entitled to ask for under Data Protection Legislation.

Services means all the obligations of the Supplier under this Contract, including the provision of any Goods and performance of the Services described in the Purchase Order (including the supply of any items or other deliverables required to be supplied as a consequence of performing such obligations).

Specification means the relevant specification for the Goods set out in Purchase Order.

Subcontractor means any third party who provides or is involved in the provision of the Goods or Services to which ITV consents pursuant to clause 16.3.

Supplier means the person, firm or company identified as such in the Purchase Order.

Supplier Personnel means any person named in the Purchase Order, any employee of the Supplier, any Subcontractor, agent or any other individual who may perform the Services and/or provide Goods on behalf of the Supplier.

Tax Evasion means conduct that constitutes any criminal offence of tax evasion or facilitation of tax evasion in any jurisdiction, including the tax evasion facilitation offences under section 45(1) and 46(1) of the Criminal Finances Act 2017.

UK Living Wage means the national hourly rate for outside of London as set by the Living Wage Foundation from time to time.

VAT means Value Added Tax as provided for in the Value Added Tax Act 1994.

1.2 In this Contract, unless otherwise stated or unless the context otherwise requires:

(a) the terms including, includes, for example and in particular do not limit the generality of the words preceding those terms;

(b) a reference to a particular law is a reference to it as amended and in force for the time being, and to any legislation which re-enacts or consolidates it, and includes all orders, regulations, instruments and other subordinate legislation for the time being in force made under it;

(c) headings shall not affect the interpretation of this Contract.

1.3 If a conflict arises between clauses 1-16 of this document and the Purchase Order, the terms contained in the clauses of this document shall prevail.

1.4 For the purpose of this clause 1.4 and clause 9.1(h) whether a person is associated with another person shall be determined in accordance with the relevant sections of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and a person associated with the Supplier includes any Supplier Personnel or any other persons who are performing Services or providing Goods in connection with this Contract.

2. APPLICATION OF TERMS

2.1 These terms and conditions apply to the Contract to the entire exclusion of all other terms and conditions contained or referred to in any acknowledgement or acceptance of order, specification, delivery note or other communication sent by the Supplier to ITV.

2.2 No variation to the Contract shall have any effect unless expressly agreed in writing and signed by an appropriately authorised representative of each party.

3. COMMENCEMENT AND TERM

This Contract shall commence on the Effective Date and, if applicable, shall continue for the term set out in the Purchase Order, unless terminated in accordance with the terms of this Contract.

4. PROVISION OF GOODS AND SERVICES

4.1 The Supplier shall provide the Goods and/or perform Services in accordance with the terms and conditions set out in this Contract (including complying with any relevant timescales or milestones), and shall devote such time, attention and abilities to the provision of the Goods and/or performance of the Services as may be necessary for the provision or performance thereof.

4.2 The Supplier shall obtain a Purchase Order number from ITV and shall ensure that the correct Purchase Order number is quoted on all correspondence, advice, invoices and credit notes relating to this Contract.

4.3 If the Supplier is unable to perform the Services and/or supply the Goods for any reason, it will immediately inform ITV of this fact giving the reason and the likely duration of the inability, but this shall be without prejudice to any rights or remedies available to ITV.

4.4 The Supplier shall at all times comply with all reasonable requests and directions of ITV and any other third party working with (and authorised by) ITV and will take reasonable care to ensure that the provision of Goods and/or performance of the Services shall not interfere with the operations of the ITV Group, its employees or any other third party working with any member of the ITV Group.

4.5 The Supplier shall, and shall procure that any Supplier Personnel shall, comply with any relevant policies and procedures of ITV which are notified to the Supplier prior to or during the term of the Contract.

4.6 The Supplier shall, and shall procure that any Supplier Personnel shall, comply with any relevant industry regulations (including but not limited to OFCOM guidelines) which are applicable to the provision of the Goods and/or the performance of the Services.

4.7 The Supplier shall, and shall procure that any Supplier Personnel shall, if requested and at its own cost undertake relevant Health and Safety training or shall provide evidence to the satisfaction of ITV that it/they is appropriately trained to an appropriate standard for the Services being provided.

4.8 If the Supplier is required or permitted to use or have access to any ITV computer equipment or systems in the performance of the Services then the Supplier shall and shall procure that any Supplier Personnel shall comply with the terms of ITV's

policies regarding the use of its information technology systems, including internet and email use and shall use the latest commercially available versions of third party packaged software (under licence to the Supplier) to prevent the introduction of computer viruses, Trojan horses, worms, software bombs or similar items or computer programs into ITV's IT environment. Such security measures shall not be charged to ITV. The Supplier must not make copies of any computer software licensed by ITV and must not run on personal software on ITV's computer hardware.

5. SUPPLIER PERSONNEL

5.1 In the event that the personnel named on the Purchase Order or otherwise agreed with ITV cannot carry out the Services or are deemed by ITV (acting reasonably) to be carrying out the Services unsatisfactorily, the Supplier shall promptly replace such personnel with personnel whose identity shall be approved by ITV beforehand.

5.2 The Supplier will ensure that all key personnel named on the Purchase Order (or otherwise agreed with ITV as being key personnel) will be engaged in the provision of the Services and will not be removed or reassigned from the Services without ITV's prior written consent.

5.3 ITV reserves the right to refuse to admit to, or remove from, any ITV Premises any Supplier Personnel (i) whose admission or presence would, in ITV's opinion, be undesirable or who represents a threat to confidentiality or security; or (ii) whose presence would be in breach of any rules and regulations governing ITV's own staff. ITV shall notify the Supplier of any such refusal. The exclusion of any such individual from such ITV Premises shall not relieve the Supplier from the performance of its obligations under this Contract.

5.4 Nothing contained in this Contract shall be construed or have effect as constituting any relationship of employer and employee between ITV or any member of the ITV Group and the Supplier or any of the Supplier Personnel.

5.5 Subject to clause 5.7, the Supplier shall pay all Supplier Personnel who work at ITV's premises in Greater London and are aged eighteen (18) or over at least the London Living Wage and shall give effect to any increase(s) in the London Living Wage within six (6) months of any such increase(s) being announced. The Supplier shall notify all such Supplier Personnel of the date the next increase(s) will become effective within one month of the increase in the London Living Wage being announced (unless the Supplier has already notified such Supplier Personnel of the date of the next increase).

5.6 Subject to clause 5.7, the Supplier shall pay all Supplier Personnel who work at ITV's premises in the UK but outside of Greater London and are aged eighteen (18) or over at least the UK Living Wage and shall give effect to any increase(s) in the UK Living Wage within six (6) months of any such increase(s) being announced. The Supplier shall notify all such Supplier Personnel of the date the next increase(s) will become effective within one month of the increase in the UK Living Wage being announced (unless the Supplier has already notified such Supplier Personnel of the date of the next increase).

5.7 Clauses 5.5 and 5.6 above shall apply to all Supplier Personnel (other than an apprentice or intern) who work two (2) or more hours per week for eight (8) or more consecutive weeks in a year at ITV's premises or any other sites dictated by ITV.

5.8 The Supplier shall account for: (i) all income taxes and any applicable national insurance contributions arising in respect of the Charges and/or in respect of the engagement by the Supplier of any Supplier Personnel and (ii) all entitlements (if

any) of Supplier Personnel to pension contributions and holiday pay.

6. DELIVERY, RISK AND OWNERSHIP

- 6.1 The Goods shall be delivered to the location specified in the Purchase Order (or to such other location or in such other format, whether physical or electronic, as may be specified by ITV) at the Supplier's own cost, and the Supplier shall ensure that the Goods are accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Purchase Order, and a full and accurate description of the number of packages and the full contents of the delivery. This clause shall apply irrespective of whether the Goods are physically or electronically delivered.
- 6.2 Without prejudice to clause 7 (Intellectual Property Rights), title and risk in the Goods shall pass to ITV when delivery, whether physical or electronic (as directed by ITV), is complete (including, in the case of physical delivery, off-loading and stacking and in the case of electronic delivery ITV having full accessibility to the Goods through its computer environment), unless payment for the Goods is made prior to delivery in accordance with this Contract, in which case title to the Goods shall pass to ITV once payment has been made for the Goods by ITV. In the event the Supplier does not have title to the Goods when payment is made it shall waive all rights to title to the Good and shall procure that title to the Goods passes to ITV. Title to the Goods shall pass to ITV with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party.
- 6.3 Where ITV pays for Goods prior to delivery the Supplier shall: (i) ensure the Goods are stored, physically or electronically as applicable, separately from all its other stock and clearly marked as the property of ITV; and (ii) allow ITV access to the Supplier's premises and/or computer environment in order to take possession of the Goods on request.
- 6.4 The Supplier shall, at its sole expense until delivery of the Goods in accordance with this Contract, insure the Goods against all risks to their full replacement value.
- 6.5 The Goods shall be delivered to ITV on the date specified in the Purchase Order or, if no date is specified, within 14 days of the date of the Purchase Order. Time of delivery shall be of the essence of the Contract.
- 6.6 (a) If physically delivered, the Goods shall be properly packed and secured in such a manner as to reach their destination in a good condition having regard to the nature of the Goods and all other relevant circumstances. Packaging material shall not be charged for and ITV shall have no obligation to return the same to the Supplier.
(b) If electronically delivered, the Goods shall be delivered securely and the Supplier shall use the latest commercially available versions of third party packaged software (under licence to the Supplier) in an effort to prevent the Goods from being lost, corrupted or accessed by any unauthorised party, and to prevent the introduction of computer viruses, Trojan horses, worms, software bombs or similar items or computer programs onto ITV's computer environment. Such security measures relating to the electronic delivery of the Works shall not be charged to ITV.
- 6.7 ITV shall not be deemed to have accepted the Goods until it has had 14 days to inspect and/or test them following delivery. ITV shall also have the right to reject Goods as though they had not been accepted for 14 days after any latent defect in the Goods has become apparent.
- 6.8 If the Goods are delivered to ITV in excess of the quantities set out in the Purchase Order, ITV shall not be bound to pay for the excess and any excess shall be and remain at the

Supplier's risk and shall be returnable at the Supplier's expense.

- 6.9 In the event that the Goods are supplied for hire only:
- (a) Clauses 6.2 and 6.3 shall not apply;
 - (b) risk in the Goods shall pass to ITV when delivery is complete or, where applicable, upon collection of the Goods by ITV from the Supplier;
 - (c) risk in the Goods shall pass back to the Supplier upon (i) return of the Goods by ITV to the Supplier, (ii) collection of the Goods by the Supplier, or (iii) the end of the hire period, whichever is the earlier;
 - (d) unless specified otherwise in the Purchase Order or agreed with the Supplier, the Supplier shall collect the Goods from ITV at the end of the hire period; and
 - (e) notwithstanding clauses 6.9(b) and 6.9(c) above, the Supplier shall remain responsible for any maintenance and repair of the Goods during the hire period, whether due to fair wear and tear or any inherent fault or defect.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All Intellectual Property Rights belonging to a party prior to the execution of this Contract shall remain vested in that party.
- 7.2. Subject to clause 7.1, all Intellectual Property Rights (a) in any Goods created or developed pursuant to this Contract, and/or (b) created or developed in the provision of the Services, (each "New IPR") shall belong to and vest in ITV. The Supplier hereby assigns absolutely (and shall procure that all relevant third parties assign absolutely) to ITV or (at ITV's option) any member of the ITV Group, by way of present assignment of existing and all future property, rights, title and interest, all New IPR, all of which shall vest in ITV immediately upon creation of the same with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party, together with the right to take action for any past, present and future damages and other remedies in respect of any infringement or alleged infringement of such New IPR. The Supplier shall ensure that all relevant third parties waive any moral rights in or relating to any New IPR and shall on request provide ITV with written evidence of such waiver.
- 7.3. The Supplier hereby grants to ITV, each other member of the ITV Group, their agents and contractors, a worldwide, royalty-free, non-exclusive, perpetual, transferable (subject to the provisions of clause 16.3) licence (including the right to grant sub-licences) to use (i) any and all Intellectual Property Rights (excluding New IPR assigned to ITV) in the Goods, and (ii) any other Intellectual Property Rights to the extent necessary to: (a) receive or use the Services (b) to enable the full benefit of ownership of the Goods; and/or (c) perform its obligations or exercise rights under this Contract.
- 7.4. Without prejudice to the obligation under clause 9.2 (Warranties and Indemnity), if any of the Goods and/or Services (or item used in the delivery thereof) becomes, or in the reasonable opinion of ITV is likely to become the subject of an infringement claim, the Supplier shall, upon ITV's request: (a) procure for the Supplier, ITV and each other member of the ITV Group (as applicable), the right to continue to use or receive the relevant Goods and/or Services in accordance with or as contemplated by this Contract; or (b) modify or substitute the relevant Goods and/or Services so that they are non-infringing, provided that any such modification or substitution shall not degrade the performance or quality of the affected item.
- 7.5 In the event that the Supplier or any of the Supplier Personnel are entitled to any performers rights in the products of the

Services, the Supplier shall and shall procure that the relevant Supplier Personnel shall grant to ITV such consents as may be required by law to exercise such rights and the Supplier shall not be entitled to receive any further payments in respect of the exercise by ITV of any such rights.

- 7.6 The Supplier agrees for itself and on behalf of any Supplier Personnel that the assignment to ITV of Intellectual Property Rights in and to the products of the Services includes any and all "rental" and "lending" rights in and to the product of the Services. The Supplier further agrees for itself and on behalf of any Supplier Personnel that the Charges payable under this Contract take into account and include a payment in respect of such "rental" and "lending" rights and that such payment(s) constitutes adequate and equitable consideration for the assignment and exercise of all such "rental" and "lending" rights, including for the avoidance of doubt, by pay per view or payment on demand provided that, if the Supplier or any Supplier Personnel is entitled to receive any monies derived from the lending rental or cable retransmission rights in any programme incorporating the products of the Services from any collecting societies which do not reduce the entitlement of ITV to monies from such rights, the Supplier or Supplier Personnel shall be entitled to receive the same but it/they shall not be entitled to claim the payment from ITV or from its assignees licensees or successors in title.
- 7.7 At ITV's sole discretion, the Supplier may be given one screen credit on each programme in connection with which the Supplier provides Services ("**Programme**") in whatever form ITV shall decide. No failure of or any refusal by ITV or a third party to accord such credit shall constitute a breach of the Contract by ITV. The Supplier grants ITV the right to and the right to use and authorise others to use the name, likeness and biography of the Supplier or any Supplier Personnel in connection with the exploitation of the Programme and/or the broadcasters and other distributors of the Programme and for all associated advertising and promotional materials.

8. PRICE AND PAYMENT

- 8.1. The amount payable for the Goods supplied and/or Services performed in accordance with this Contract shall be as set out in the Purchase Order and shall be exclusive of VAT (and all other equivalent or relevant sales taxes) unless otherwise stated on the Purchase Order, but inclusive of all other charges including overtime, expenses and delivery charges.
- 8.2. The Supplier shall submit invoices in accordance with the instructions on the Purchase Order, or if no invoice submission terms are specified therein, upon acceptance of the Goods and/or completion of provision of the Services. The Supplier's invoice must include the relevant Purchase Order number and ITV contact name and telephone number. Failure to comply fully with this provision shall entitle ITV to reject the invoice.
- 8.3. ITV shall instruct payment of all Charges due and payable by the last day of the month following the month in which the invoice is received. Payment will be made by BACS transfer to the account details provided by the Supplier to ITV in writing.
- 8.4. Each party shall be entitled to receive interest on any payment not made when properly due pursuant to the terms of this Contract, calculated from day to day at a rate per annum equal to 2 percent over the base lending rate of Barclays Bank plc., and payable from the day after the date on which payment was due up to and including the date of payment whether before or after judgement. The parties acknowledge and agree that this clause provides them with a substantial remedy in respect of any late payment of sums due under this Contract.
- 8.5. If a Supplier is paid on an hourly basis, the Supplier must provide appropriate time sheets (approved by a duly authorised representative of ITV) evidencing the time spent.

- 8.6. If a Supplier is paid on a daily basis, Charges shall be calculated on the basis of an 8-hour day worked between 9 a.m. and 6 p.m. on weekdays (excluding bank holidays) unless otherwise agreed with ITV in writing. The Supplier shall not be entitled to charge on a pro rata basis for part days worked unless it has ITV's prior written consent to work for a part day.
- 8.7. The Supplier shall not charge for time lost due to illness or other delay beyond ITV's control.
- 8.8. Claims for payment in respect of materials purchased by the Supplier in order to perform the Services or for reimbursement of expenses shall only be payable if described in the Contract and accompanied by the relevant receipts.
- 8.9. ITV reserves the right to set off any amount owing by it against payments to the extent that Goods or Services have not been supplied to ITV's reasonable satisfaction.
- 8.10. Payment is without prejudice to any claims or rights which ITV may have against the Supplier and shall not constitute acceptance of the Goods and/or Services.
- 8.11. If ITV disputes any sums set out in an invoice then it will notify the Supplier in writing before the due date for payment and will pay any amounts set out in that invoice to the extent they are not disputed. ITV and the Supplier shall meet within seven (7) days of receipt of a written notice from ITV under this clause to attempt to resolve the dispute.

9. WARRANTIES AND INDEMNITY

- 9.1. The Supplier warrants and represents to ITV that:
- a) the Goods shall be of appropriate design, quality, material and workmanship, free from defect and fit for the purpose held out by the Supplier or made known to it either expressly or by implication by ITV;
 - b) the Services shall be provided in accordance with best industry practice and shall be fit for the purpose held out by the Supplier or made known to it either expressly or by implication by ITV;
 - c) the Goods and/or Services shall conform to the quantity, quality, standards and description set out in the Specification;
 - d) the Goods shall be equal to and comply in all respects with any samples or patterns provided to and/or accepted by ITV;
 - e) it has and will at all times have full authority to grant the licences granted by the Supplier under this Contract;
 - f) the performance of its obligations under this Contract and ITV's receipt and use of the Services, any Intellectual Property Rights provided or made available, any Confidential Information disclosed to it by the Supplier, any of the Goods and the exercise of any rights granted under any licences granted by the Supplier to ITV will not infringe any third party rights including Intellectual Property Rights (or moral rights);
 - g) the Goods will comply with all Relevant Laws relating to the manufacture and sale (and/or hire, where applicable) of the Goods at the time when the same are supplied;
 - h) it has put in place and shall maintain throughout the term of this Contract all processes, procedures and compliance systems reasonably necessary to ensure that Modern Slavery and/or Bribery and/or Tax Evasion does not occur within the Supplier's business or down its supply chain;
 - i) it shall and shall procure that all persons associated with it shall (1) comply with all Relevant Laws in performing the Services and/or providing the Goods (2) not engage in any activity, practice or conduct which would constitute Bribery and/or Modern Slavery and/or Tax Evasion (3) immediately notify ITV (in

writing) if the Supplier or other persons associated with it who perform or have performed Services for and/or provided Goods on behalf of the Supplier is investigated by any law enforcement agency or customer in relation to Bribery and/or Modern Slavery and/or Tax Evasion (4) immediately notify ITV (in writing) if Bribery and/or Modern Slavery and/or Tax Evasion has occurred, or the Supplier has reasonable cause to believe any have occurred, in the Supplier's business or within the Supplier's supply chain and (5) not do, or omit to do, any act that will cause or lead ITV to be in breach of Relevant Laws. A breach of any part or all of this clause 9.1(i) shall be a material breach that is incapable of remedy for the purposes of clause 11.4(e);

- j) it shall ensure that any person associated with the Supplier who is performing Services or providing Goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in clause 9.1(i) (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to ITV for any breach by such persons of any of the Relevant Terms;
 - k) it has and will at all times provide adequate numbers of appropriately skilled and experienced personnel, and all necessary equipment and facilities, to perform its obligations pursuant to the Contract. The Supplier's provision and usage of all equipment and facilities pursuant to this clause shall comply with all Relevant Laws; and
 - l) it shall act in good faith at all times and not bring any member of the ITV Group into disrepute.
- 9.2 The Supplier shall indemnify, keep indemnified, defend and hold harmless each member of the ITV Group (each an **Indemnified Party**) against any and all losses, costs, expenses, damages, claims and proceedings (**Losses**) made against, incurred or suffered by any of them, and whether wholly or in part resulting directly or indirectly from, or connected in any way with any of the matters listed below, whether or not such Losses were foreseeable at the date of entering this Contract:
- a) any infringement or alleged infringement by an Indemnified Party of any Intellectual Property Rights of any third party as a result of ITV's (or the relevant Indemnified Party's) receipt of the Services or its use or possession of any Goods or Intellectual Property Rights provided or otherwise made available to any Indemnified Party by the Supplier;
 - b) any breach by the Supplier of its warranties in clause 9.1;
 - c) any breach by the Supplier of its obligations under this Contract in relation to Confidential Information or Personal Data;
 - d) the wilful misconduct or wilful default of the Supplier, any Supplier Personnel or the Supplier's agents;
 - e) any fraudulent or dishonest act or omission by the Supplier, any Supplier Personnel or the Supplier's agents;
 - f) any death or personal injury arising from the act or omission of the Supplier, any Supplier Personnel or the Supplier's agents;
 - g) any claim brought by a third party against any member of the ITV Group to the extent that such claim is, or is alleged to be, caused by or based on any default, act or

omission of the Supplier, any Supplier Personnel or the Supplier's agents;

- h) any claim by the Supplier or any of the Supplier Personnel that they are an employee or a worker (as defined in Regulation 2 of the Working Time Regulations 1998) of ITV or any member of the ITV Group including but not limited to any claim for unfair dismissal, for a statutory redundancy payment, or for paid holiday entitlement;
- i) any claim by HM Revenue and Customs or any other relevant authority in respect of income tax and/or national insurance contributions and/or similar contributions or liabilities and/or VAT arising in respect of the Charges or in respect of the engagement by the Supplier of any Supplier Personnel in the provision of the Goods and/or the performance of the Services.

10. LIABILITY AND INSURANCE

- 10.1. The Supplier shall take out and maintain adequate insurance in respect of all risks it is prudent for the Supplier to insure against, having regard to the Supplier's possible liabilities to ITV including, but not limited to, public liability insurance and professional indemnity insurance or product liability insurance with a reputable insurance company of no less than £5 million (or such higher amount as ITV may specify in writing) in respect of any one claim or incident and shall provide the relevant certificates upon ITV's request. Where the Supplier engages any Sub-contractors, the Supplier shall either ensure that the insurance requirements specified in this clause 10 extend to cover the legal liabilities of the Sub-contractor or that the Sub-contractor holds its own insurance which complies with this clause 10.
- 10.2. Where the provision of the Services involves the Supplier providing equipment, the Supplier shall be responsible for the care, control, security, insurance and maintenance of any such equipment ("**Supplier Equipment**"). The Supplier agrees to arrange and maintain adequate insurance with respect to loss or damage to any Supplier Equipment during the Term. For the avoidance of doubt, the Supplier shall be responsible for procuring replacement equipment to replace the lost or damaged Supplier Equipment in order that it shall continue to provide the Services in accordance with the Contract. The Supplier acknowledges and agrees that ITV shall not be liable to the Supplier for any loss or damage to Supplier Equipment unless the loss or damage has been proven to have been caused solely and directly by ITV's negligence ("ITV's Liability"). If the Supplier believes that the loss or damage was caused by ITV's negligence, the Supplier shall notify ITV within 48 hours in writing of the date when the loss or damage occurred with details and evidence of the loss or damage. If found to be ITV's Liability, the Supplier agrees ITV shall only be responsible for the actual cost of repairing or replacing (at ITV's discretion) the part of the Supplier Equipment so damaged or lost subject always to clauses 10.5 and 10.6 and subject to the Supplier co-operating fully and providing all material facts to ITV's insurance department or nominated representative in relation to the investigation of a claim for replacement or repair of the Supplier Equipment so as to ensure all information is provided for successful process of such claim.
- 10.3. ITV may provide a storage area for any Supplier Equipment but is under no obligation to do so. The Supplier shall ensure that any such storage area is fit for the intended purpose and it is used in a suitable, careful and secure manner at the Supplier's own risk and expense and ITV accepts no liability for damage

to any Supplier Equipment so stored. ITV reserves the right to reclaim the storage area upon notification.

10.4. Nothing in this Contract limits or excludes the liability of either party (i) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its employees, and in the case of the Supplier, by Supplier Personnel; (ii) for death or personal injury caused by its negligence or that of its employees, and in the case of the Supplier, by Supplier Personnel; (iii) under clause 9.2 (Warranties and Indemnity); (iv) under clause 15 (Transfer); (v) for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (vi) to the extent such limitation or exclusion is not permitted by law.

10.5. Subject to clause 10.4, ITV shall not be liable to the Supplier for (i) any consequential or indirect loss or damage; or (ii) any loss of profits, in each case whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise.

10.6. Subject to clause 10.4, the total aggregate liability of ITV and each other member of the ITV Group to the Supplier (in addition to payment of any amounts properly due) under or in connection with this Contract whether in contract, tort (including negligence) or otherwise howsoever, shall in no event exceed (i) the aggregate amount which ITV is obliged to pay the Supplier hereunder (excluding any amounts that are not quantifiable at the Effective Date) for the relevant Goods and/or Services, or (ii) the actual amount paid by ITV hereunder at the date of a claim, or (iii) £100,000, whichever is greater.

10.7. The total aggregate liability of the Supplier to ITV and each other member of the ITV Group under or in connection with this Contract, whether in contract, tort (including negligence) or otherwise howsoever:

(a) for loss of or damage to the tangible, material property of ITV (and/or any other member of the ITV Group), shall not exceed £1,000,000; and

(b) in respect of all other loss (other than that governed by clauses 10.4 and 10.7(a)) shall not exceed the amount which is twice the total price paid and payable for the relevant Goods and/or Services under this Contract.

11. TERMINATION AND REMEDIES

11.1. ITV shall have the right to terminate the Contract in whole or in part for convenience by giving the Supplier not less than 14 days prior written notice. On such termination, ITV shall pay such amount to the Supplier as represents the Supplier's reasonably committed, unavoidable and demonstrable costs incurred in connection with this Contract.

11.2. Either party may terminate the Contract by giving seven (7) days prior written notice to the other party if a Force Majeure Event prevents either party from performing its obligations under the Contract for a period of longer than fourteen (14) days. "Force Majeure Event" is an event that is beyond the reasonable control of the affected party, including government act, war, riots, civil commotion, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities, but does not include failure by the affected party's subcontractors, industrial action or lack of funds.

11.3. ITV may terminate the Contract, in whole or in part, with immediate effect on giving written notice to the Supplier, if (a) the Supplier is affected by an Insolvency Event, or (b) the Supplier undergoes a change of control (as defined by section 1124 Corporation Tax Act 2010).

11.4. Without prejudice to any other right or remedy ITV may have, if any Goods and/or Services are not supplied in accordance

with, or the Supplier fails to comply with, any of the terms of the Contract, ITV shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by ITV:

- a) reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid by the Supplier;
- b) require the Supplier to remedy at its expense any defect in the Goods, or to supply replacement Goods and/or carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- c) refuse to accept any further deliveries of the Goods or the provision of any further Services without any liability to the Supplier;
- d) claim damages; and/or
- e) terminate the Contract in whole or in part immediately upon giving written notice to the Supplier, in the event that the breach is material (being a single event or a series of events which are together a material breach) which is either not capable of being remedied or, if the breach is capable of being remedied, the Supplier fails to remedy such breach within 14 days of receiving written notice requiring it to do so;

11.5. Any termination or expiry of this Contract shall be without prejudice to the accrued rights and liabilities of each party, or the coming into force or continuation of any other clauses and provisions of the Contract which are expressly or by implication intended to come into force or continue in force on or after termination or expiry.

11.6. On expiry or termination of the Contract for any reason, the Supplier shall immediately (a) deliver to ITV all materials, information, data and equipment belonging to or provided by ITV to the Supplier for the purpose of the Contract, together with all Confidential Information, and if the Supplier fails to do so, ITV shall be entitled to enter the Supplier's premises and take possession of any items that should have been returned to it; (b) vacate the location where it is performing Services in connection with the Contract (c) provide all such reasonable assistance to ITV and any third party nominated by ITV to enable the smooth and orderly transfer of the Services to ITV or its nominated third party, including the transfer of any knowledge relevant for the continued provision of the Services.

12. CONFIDENTIALITY

12.1. Each party (**the Receiving Party**) shall treat and keep all Confidential Information (1) first disclosed to it by the other party, or (2) learnt, acquired or developed by the Receiving Party in connection with this Contract, secret and confidential, and will not, without the party's consent, disclose Confidential Information to any other person other than in accordance with this Contract.

12.2. Unless otherwise specifically agreed, the Supplier shall keep confidential the fact that it is supplying ITV and the terms of such supply.

12.3. The foregoing shall not apply to the extent that (a) the Receiving Party needs to have or disclose Confidential Information of the other party to any affiliate, subcontractor, agent or employee of the Receiving Party in order to fulfill its obligations, exercise its rights under this Contract or to receive the benefit of the Services, provided always that the Receiving Party shall procure that such person to whom the information is disclosed keeps the Confidential Information secret and confidential; or (b) any Confidential Information of the Supplier is embodied in or otherwise incorporated into any Goods, or

(c) any Confidential Information is in the public domain at the Effective Date, or at a later date comes into the public domain, where such Confidential Information has not come into the public domain through a breach of this Contract, or (d) any Confidential Information is required to be disclosed pursuant to any Relevant Law or regulatory authority.

12.4 This clause 12 shall survive termination of the Contract.

13 DATA PROTECTION

13.1 The Supplier shall maintain any valid and up-to-date registration or notification required under the Data Protection Legislation.

13.2 Where each party acts as a separate data controller in respect of the Personal Data the Supplier shall process the Personal Data in accordance with Data Protection Legislation.

13.3 The Supplier shall only process Personal Data: (a) for the purpose of providing Goods or Services (or both) to ITV; or (b) as otherwise expressly authorised by ITV. The Supplier shall not process the Personal Data outside the EEA without the prior written consent of ITV.

13.4 Should the performance of the Supplier's obligations under this Contract require that the Supplier acts as a Data Processor for ITV the provisions of Annex 1 shall apply.

13.5 Where the Supplier is providing production services and provides ITV with any Supplier Personnel e-mail addresses, the Supplier agrees that it shall procure the requisite consents from such personnel in order that ITV shall be entitled to enter this in a system called Silvermouse for diversity information to be collected if individuals choose to supply it. The Supplier shall inform the relevant ITV production contact within 7 (seven) days of entering into this Agreement if any Supplier personnel whose email addresses have been provided would prefer not to be contacted about providing diversity information.

14 SITE ACCESS AND AUDIT

14.1 The Supplier shall take all reasonable steps to ensure the health and safety of any ITV Group employees, any Subcontractors and any other third party working with ITV while they are working with the Supplier, and shall comply with all provisions, rules and regulations regarding (i) site access, (ii) security and/or (iii) health and safety of any of premises owned, leased or licensed by ITV, when entering or otherwise occupying any such premises.

14.2 The Supplier shall upon the request of ITV grant ITV such access to the Supplier's premises or such other premises as ITV may reasonably require for inspection of any Goods, facilities and/or ITV equipment or materials provided under the Contract.

14.3 Supplier shall keep at its principal place of business during and for at least 7 (seven) years after the expiry or earlier termination of the term separate, complete and accurate books of account and records together with all relevant supporting documentation which relate to or affect this Contract ("**Records**").

14.4 Supplier shall procure that ITV and/or ITV's representatives have reasonable access to Supplier's principal place of business to inspect and audit the Records (with the right to make copies and take excerpts) to verify that Supplier is performing its obligations in accordance with the terms of this Contract, including but not limited to, verifying;

- a) the accuracy of the Charges; and
- b) Supplier's compliance with any Relevant Laws.

14.5 Any audit, investigation or monitoring undertaken in accordance with this clause 14 shall be subject to ITV providing at least five (5) working days' notice to the Supplier of any audit it intends to carry out pursuant to these provisions

save for any audit, investigation or monitoring which is either required by a regulatory authority or which is required by the ITV for reasons of suspected fraud or non-compliance (in which case the regulatory authority or ITV (as the case may be) shall not be required to give notice for its audit).

14.6 Any audit under this clause 14 shall be carried out during normal business hours during the term and up to 7 (seven) years after the expiry or earlier termination of the term, provided that not more than 1 (one) such inspection and audit may be carried out during any particular year.

14.7 If an audit reveals any non-compliance by Supplier with the provisions of this Contract, Supplier shall correct that non-compliance as soon as reasonably practicable and at no additional cost to ITV, report to ITV on the progress of taking the correcting action and reimburse ITV for its costs (including professional fees and expenses) incurred in conducting the audit and producing any audit report (including professional fees and expenses).

14.8 If an audit reveals an incorrect calculation of the Charges, or any other sums payable under this Contract, Supplier shall promptly make an appropriate correcting payment or credit of any monies due to ITV.

14.9 If the audit reveals any overcharging by the Supplier by an amount in excess of 5% of the correct value of the Charges due and payable by ITV in any calendar year the Supplier shall reimburse ITV for its costs (including professional fees and expenses) incurred in conducting the audit and producing any audit report (including professional fees and expenses).

14.10 Supplier shall procure that each agreement which it enters into with its Subcontractors in accordance with this Contract permits ITV and ITV's auditors to exercise the rights set out in this clause 14.

14.11 Subject to clauses 14.7 and 14.9 the parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 14.

15 TRANSFER

15.1 The parties acknowledge and agree that there shall be no transfer, whether pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or otherwise, of the contracts of any Supplier Personnel to ITV or any future supplier of any Services appointed by ITV in place of the Supplier or any Subcontractor ("**Future Supplier**") on the expiry or earlier termination of the Contract (whether in whole or in part). In the event that there is any such transfer of any contract of employment, the Supplier shall indemnify ITV fully (and pay to ITV such sums as would, if paid to a Future Supplier, keep the such Future Supplier indemnified fully) against all costs, liabilities, claims, damages and expenses incurred directly or indirectly in relation to any such transfer (including, without limitation, in relation to the termination of any transferring contract of employment).

15.2 The Supplier shall, within 5 days of a request by ITV, provide ITV with a list of each and every member of Supplier Personnel, assigned to the relevant Service, and shall provide to ITV any details in respect of each such Supplier Personnel as are reasonably requested by ITV (whether for itself or for any Future Supplier). The Supplier shall procure that such list and details are complete and accurate.

16. GENERAL

16.1. **Waiver:** A waiver of any right under the Contract is only effective if it is in writing and it shall apply only to the party to whom the waiver is addressed and the circumstances for which it is given.

16.2. **Cumulative Rights:** Unless specifically provided otherwise in this Contract, rights arising under the Contract are

cumulative and do not exclude rights provided by law, save to the extent that such rights are inconsistent with those rights expressly set out in this Contract.

- 16.3. Assignment and Subcontracting:** The Supplier shall not, without the prior written consent of ITV, assign, transfer, charge, sub-contract or otherwise deal with all or any of its rights or obligations under the Contract. ITV may, without consent, at any time assign, transfer, charge, sub-contract or otherwise deal with all or any of its rights or obligations under the Contract to any member of the ITV Group.
- 16.4. No Partnership or Agency:** Nothing in the Contract shall create or be deemed to create a partnership, joint venture or principal- agent relationship between the parties and neither party shall have authority to bind the other in any way.
- 16.5. Third Party Rights:** Except as set out in this clause 16.5, a person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. Each and every obligation of the Supplier under this Contract is owed to ITV and each other member of the ITV Group who may enforce the terms of this Contract under the Contracts (Rights of Third Parties) Act 1999 and references to ITV in the context of the Supplier's obligations shall be construed accordingly. If a person who is not a party to this Contract is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this Contract (and any documents entered into pursuant to or in connection with it) without the consent of that person.
- 16.6. Notices:** Any notice given under the Contract shall be in writing served by hand, prepaid first class recorded delivery or first class registered post, marked for the attention of the person, and sent to the address set out in the Purchase Order. All notices shall be deemed to have been served at the time of delivery. For the avoidance of doubt, notice given under this Contract shall not be validly served if sent by email.
- 16.7. Further Assurance:** Each party shall, at the request of the other party, execute or cause to be executed all documents and do and cause to be done all further acts and things as that other party may reasonably require to give full effect to this Contract.
- 16.8. Entire Agreement:** The Contract constitutes the entire agreement and understanding of the parties, and supersedes all previous agreements and understandings between the parties in relation to the subject matter of the Contract. In entering into the Contract, the Supplier has not relied on any statement, representation, warranty, understanding, promise or assurance of any person, other than as expressly set out in this Contract. The Supplier waives all rights and remedies which, but for this clause 16.8, it might otherwise have had in relation to any of the foregoing. Nothing in this clause shall limit or exclude any liability for fraud, fraudulent misrepresentation or fraudulent misstatement.
- 16.9. Governing Law and Jurisdiction:** This Contract and any non- contractual obligations arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.

Annex 1

Data Protection Addendum for ITV Controller – Supplier Processor Relationships

1. Supplier acknowledges and agrees that nothing in this Agreement relieves Supplier from its own responsibilities and liabilities under Data Protection Legislation.
2. Supplier shall Process the Personal Data solely in accordance with the instructions of ITV unless Supplier is required by Relevant Law to otherwise Process the Personal Data, in which case Supplier shall inform ITV of the legal requirement before such Processing (unless such notification is prohibited by Applicable Laws on the grounds of public interest).
3. In relation to any Personal Data, Supplier shall:
 - i. procure that all Supplier Personnel shall:
 - a. comply with the terms of this Contract; and
 - b. be either engaged under written binding obligations of confidentiality or under an appropriate statutory obligation of confidentiality in respect of the Processing of the Personal Data;
 - ii. comply with Data Protection Legislation;
 - iii. not itself exercise control, nor will it transfer or purport to transfer control of the Personal Data to a third party;
 - iv. not Process the Personal Data for its own purposes;
 - v. not include the Personal Data in any product or service offered to third parties;
 - vi. not carry out any further research, analysis or profiling activity which involves the use of any part of the Personal Data;
 - vii. promptly comply with ITV's written instructions in respect of Personal Data (including but not limited to the rectification, erasure or restriction of Processing of Personal Data);
 - viii. provide reasonable assistance to ITV in conducting any privacy impact assessments required in relation to this Contract;
 - ix. ensure that that the Personal Data shall be maintained in a format which permits data portability, as required by Data Protection Legislation;
 - x. consent to ITV providing details about the Supplier's involvement in Processing of Personal Data within ITV's privacy notices;
 - xi. ensure that in the event that Supplier sub-contracts any aspect of the Processing of the Personal Data to a third party (a "**Sub-Processor**") in accordance with clause 16.3 (Assignment and Subcontracting), that Sub-Processor consents to ITV providing details about the Supplier's involvement in Processing of Personal Data within ITV's privacy notices;

- xii. not transfer or access any of the Personal Data outside the European Economic Area unless ITV has given its prior written consent and such transfer complies with Data Protection Legislation; and
 - xiii. co-operate with ITV in good faith and within a reasonable time concerning all queries relating to the Processing of the Personal Data;
 - xiv. promptly inform ITV if the identity and/or contact details for the Supplier's data protection officer noted in this Contract changes;
 - xv. shall implement appropriate technical and organisational measures which are designed to implement data-protection principles, such as data minimisation, in an effective manner and to integrate the necessary safeguards into the processing in order to:
 - a. meet the requirements of the Data Protection Legislation;
 - b. protect the rights of data subjects; and
 - c. ensure and to be able to demonstrate that processing is performed in accordance with the Data Protection Legislation; and
 - xvi. inform ITV if it considers that it has received an instruction which does not comply with Data Protection Legislation.
4. Supplier shall within three (3) Business Days notify ITV if it receives a SAR in relation to the Personal Data. The Supplier shall not respond to any such SAR without ITV's written consent and shall comply with the written instructions of ITV in relation to such SAR.
5. ITV shall promptly notify the Supplier of any SAR received that concerns Personal Data Processed by the Supplier in its performance of the Services or provision of the Goods. Within 5 Business Days of such notification the Supplier shall confirm to ITV that it is processing such Personal Data and shall provide ITV with the following:
- i. the purposes of the processing and confirmation of whether any profiling is involved in that processing;
 - ii. the format in which the Personal Data is held; and
 - iii. a description of the relevant Personal Data (e.g. by reference to categories or personal data).
6. Within fifteen (15) Business Days of receipt of the notification provided under paragraph 5 above the Supplier will provide to ITV a copy, in the format and via the medium requested by ITV of the applicable Personal Data.
7. Supplier warrants and undertakes that it maintains and will continue to maintain appropriate and sufficient technical and organisational security measures to protect Personal Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing. This shall include appropriate policies communicated to Supplier Personnel in respect of Personal Data Processed by it (in the context of this Contract) and encrypting all Personal Data stored and/or processed on all digital or electronic portable storage devices to prevent unauthorised or unlawful Processing of such Personal Data and to protect such Personal Data against accidental loss, damage or destruction.

8. Supplier shall notify ITV at cybersecurity@itv.com without undue delay and in any event within 24 hours in of any accidental, unauthorised, or unlawful destruction, loss, alteration, or disclosure of, or access to, Personal Data ("**Security Breach**") that is being processed by in the Supplier or a Sub-Processor.
9. In the event of a Security Breach Supplier shall also provide ITV with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach and the identity of each affected person as soon as such information can be collected or otherwise becomes available, as well as any other information ITV may reasonably request relating to the Security Breach.

Data Protection Annex

Supplier's data protection officer	Name: [SUPPLIER TO PROVIDE]
	Direct phone number: [SUPPLIER TO PROVIDE]
	Email address: [SUPPLIER TO PROVIDE]
Subject matter of the processing of personal data to be undertaken by Supplier:	
Duration of the processing of personal data to be undertaken by Supplier:	
Nature and purpose of the processing of personal data by Supplier:	
Type(s) of personal data to be processed by Supplier:	
Categories of data subjects which will be subject to Supplier's processing of personal data:	
Agreed process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing:	