

APRIL 2026

STANDARD TERMS FOR SUPPLIER CONTRACTED BY THE·TEAM: SME MANAGEMENT EMEA LIMITED AND ITS GROUP COMPANIES

These Standard Terms shall apply to the THE·TEAM businesses listed below, and any other entity that links to these Standard Terms:

UK:

- The.Team: SME Management EMEA Limited, trading as THE·TEAM Brands and Properties
- The.Team: SME Management EMEA Limited, trading as LIVE·TEAM
- The.Team: SME Management EMEA Limited, trading as RIGHTS SALES·TEAM
- The.Team: SME Management EMEA Limited, trading as PREMIUM ACCESS
- The.Team: SME Management EMEA Limited (and any other trading entities)
- The.Team SME Mass Participation Limited
- WASSERMAN EMEA LLP (and its trading entities)

Europe:

- The.Team: SME Live Germany GmbH
- The.Team: Germany GmbH
- The.Team: Benelux BV
- Wasserman Rights Sales Spain S.L.

APAC:

- The.Team: Australia Pty Ltd
- The.Team: SME Live Australia Pty Ltd
- The.Team: SME SG Pte. Limited
- The.Team: SME Hong Kong Limited

Middle East:

- Wasserman Sport and Entertainment Middle East FZ-LLC
- Wasserman Middle East FZ-LLC
- Wasserman Live Services LLC
- Wasserman Live Events Organizing LLC
- Wasserman Live
- Wasserman Sport and Entertainment MENA Company
- CSM Live for Advertising WLL

THE·TEAM operates as a group of individual businesses transacting separate lines of business. The particular group business through which THE·TEAM acts as a party to the Agreement is identified on a relevant Booking Form, Purchase Order or Supplier Agreement (any of these, together with these Standard Terms being the “**Agreement**”). The rights and obligations of THE·TEAM as a party to the Agreement, and its liability to the Supplier, do not extend beyond the entity identified on the Purchase Order, Booking Form or Supplier Agreement, except to

the extent any other group business is explicitly and separately identified in the Agreement as having rights and obligations in relation to the Supplier.

All orders for goods and/or services will only be authorised if they are made in writing either on a:

A. THE·TEAM Purchase Order

B. THE·TEAM Booking Form or Statement of Work; or

C. THE·TEAM Supplier Agreement.

1. INTERPRETATION

1.1 The following definitions apply to this Agreement:

“**Associated Party**” means any director, employee, agent, representative, approved contractor or subcontractor of the Supplier (subject to clause 16.10 of this Agreement), or otherwise any other participant in the Supplier’s supply chain.

“**Booking Form**” means a booking form as may be provided by THE·TEAM;

“**Business Day**” means any day which is not a weekend or public holiday in England and Wales.

“**Change of Control**” means the sale of all or substantially all the assets of the Supplier; any merger, consolidation or acquisition of the Supplier with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Supplier in one or more related transactions.

“**Charges**” means the charges, costs, fees and expenses as set out in the relevant Booking Form, Purchase Order or Supplier Agreement on the rates agreed by THE·TEAM.

“**Confidential Information**” means all information disclosed by or on behalf of a Party or otherwise acquired by a Party which is clearly marked as confidential or notified in writing to the receiving Party as being confidential or by its nature is reasonably deemed to be confidential including, but not limited to, all business, financial, commercial, technical, operational, organisational, legal, management and marketing information.

“**Equipment**” means such equipment as is to be hired to THE·TEAM by the Supplier under an Agreement, as further detailed in a Booking Form, Purchase Order or Supplier Agreement.

“**Force Majeure**” means (i) any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity; (ii) any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance); (iii) an event of national significance (including any day of national mourning); (iv) any fire, explosion, storm, flood, earthquake, subsidence, or other natural physical disaster; or (v) epidemic or pandemic.

Notwithstanding the foregoing, none of the following shall constitute an event of Force Majeure:

- any circumstances preventing or delaying the Supplier in performance of this Agreement, where such circumstances were known (or should reasonably have been known) by the Supplier at the date of the Supplier entering into this Agreement and agreeing to the deadlines for delivery contained herein and it being reasonably foreseeable that such circumstances could lead to such prevention or delay;
- inability of the Supplier to obtain equipment, materials or personnel required to comply with its obligations hereunder; and/or
- strike, lockout or other industrial disturbances involving the Supplier's workforce or its agents or sub-contractors.

"Goods" means such goods or products as are to be supplied by the Supplier under an Agreement as detailed in a Booking Form, Purchase Order or Supplier Agreement.

"IPR" means any and all rights in and to all inventions, patents, utility models, know-how, designs (both registered or unregistered), database rights, copyright and trade marks (both registered and unregistered), business and domain names, together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

"Protected Mark" means any trademark, trade names, logos, designs or similar graphics which may be advised to the Supplier by THE·TEAM or which the Supplier ought to have reasonably known as being protected and/or any name or logo of THE·TEAM or its Underlying Client.

"Relevant Requirements" means:

- the UK Bribery Act 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;
- any trade, export controls, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced in the state(s) in which the Party is registered, established or in which it otherwise conducts activities;
- the UK Data Protection Act 2018 and all other applicable laws, regulations, codes and sanctions relating to data protection and information security, and, where applicable, Appendix 1 of this Agreement;
- any health and safety requirements and regulations, including the UK Health and Safety at Work Act 1974 and any relevant documents as requested by THE·TEAM; and

- the UK Modern Slavery Act 2015 and all other applicable laws, regulations, codes and sanctions relating to anti-slavery and human trafficking.

“**Rental Period**” means the period during which the Supplier shall lease the Equipment to THE·TEAM as specified in a Booking Form, Purchase Order or Supplier Agreement.

“**Site**” means the site at which the Goods and/or Equipment shall be delivered or at which the Services shall be performed (as applicable) as set out in a Booking Form, Purchase Order or Supplier Agreement or as otherwise notified to the Supplier by THE·TEAM.

“**Services**” means any and all services to be supplied by the Supplier under the Agreement as detailed in a Booking Form, Purchase Order or Supplier Agreement.

“**Specification**” means the specification of details relating to the Goods, Services and/or Equipment provided under the Agreement which is provided or approved by THE·TEAM in writing.

“**Underlying Client**” means the relevant client on whose behalf THE·TEAM is purchasing the Supplier’s Services (if applicable).

“**THE·TEAM**” means the relevant THE·TEAM company identified on the relevant Booking Form, Purchase Order or Supplier Agreement.

2. PROVISION OF GOODS

- 2.1 The quantity, quality and description of Goods shall be as specified in the Booking Form, Purchase Order or Supplier Agreement and in conformity with any sample approved by THE·TEAM.
- 2.2 The Supplier shall ensure that the Goods: (i) comply fully with any Specification, (ii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by THE·TEAM, expressly or by implication, and in this respect THE·TEAM relies on the Supplier’s skill and judgment; (iii) where applicable, shall be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and (iv) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 2.3 The Supplier shall ensure that the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition. Goods shall be packed and marked in a proper and secure manner and in accordance with THE·TEAM’s instructions and any statutory requirements and any requirements of the carriers. In particular all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 2.4 The Supplier shall deliver the Goods to the Site at the time(s) and date(s) as specified in the Booking Form, Purchase Order or Supplier Agreement or as otherwise instructed by THE·TEAM. THE·TEAM shall be under no obligation

to accept or pay for any Goods that are supplied earlier or later than the delivery date stated on the Booking Form, Purchase Order or Supplier Agreement (or as was otherwise instructed by THE·TEAM) and shall be entitled to a refund of any Charges already paid in relation to any such Goods.

- 2.5 Unless otherwise stated in the Booking Form, Purchase Order or Supplier Agreement, where the Goods are delivered by the Supplier, the point of delivery shall be when the Goods are delivered to the Site, accepted and signed for by THE·TEAM. Where the Goods are collected by THE·TEAM, the point of delivery shall be when the Goods are loaded on THE·TEAM's vehicle, accepted and signed for by THE·TEAM. Title and risk in the Goods shall, without prejudice to any other rights or remedies of THE·TEAM, pass to THE·TEAM at the time of acceptance of delivery of the Goods.
- 2.6 THE·TEAM shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If THE·TEAM elects not to accept such over-delivered Goods it shall be entitled to give notice in writing to the Supplier to remove them within seven (7) days of receipt by the Supplier of such notice and to refund to THE·TEAM any expenses incurred by THE·TEAM as a result of such over-delivery (including but not limited to the costs of moving and storing such Goods) failing which THE·TEAM shall be entitled to dispose of such Goods and to charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Supplier until they are collected by or on behalf of the Supplier or disposed of or purchased by THE·TEAM, as appropriate.
- 2.7 On dispatch of any consignment of the Goods, the Supplier shall send to THE·TEAM a notice specifying the number of Goods, the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where Goods are either damaged in transit or are not delivered to THE·TEAM, THE·TEAM may either elect to reject the consignment or require the Supplier to repair or replace the damaged Goods (and deliver the repaired or replaced Goods in accordance with THE·TEAM's instructions) provided that THE·TEAM has notified the Supplier within 30 days of delivery or the due date of delivery about such damage or non-delivery.
- 2.8 The Supplier shall permit THE·TEAM or its authorized representatives to make any inspections or tests which may reasonably be required to ensure that the Goods comply with the terms of this Agreement and the Supplier shall provide all reasonable facilities and assistance free of charge at the Supplier's premises or at the Site. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by THE·TEAM of any rights or remedies in respect of the Goods and, in particular, THE·TEAM retains the right to reject the Goods.
- 2.9 THE·TEAM may by written notice to the Supplier reject any of the Goods which fail to conform to approved samples or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to

THE·TEAM of the Goods concerned. If THE·TEAM rejects any of the Goods pursuant to this Clause, THE·TEAM shall be entitled (without prejudice to other rights and remedies) either:

- a) to have the Goods repaired or replaced by the Supplier (at THE·TEAM's option) within seven (7) days with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or
- b) to treat the Agreement as discharged by the Supplier's breach and require a refund from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by THE·TEAM in obtaining replacement goods.

2.10 Any Goods rejected or returned by THE·TEAM as described in this Clause 2 shall be returned to the Supplier at the Supplier's risk and expense.

3. HIRE OF EQUIPMENT

3.1 The Supplier shall lease the Equipment to THE·TEAM for use at the Site during the Rental Period as set out in the Booking Form, Purchase Order or Supplier Agreement.

3.2 The Rental Period starts on the Commencement Date and shall continue for the period indicated on the Booking Form, Purchase Order or Supplier Agreement unless terminated earlier in accordance with its terms.

3.3 The Supplier shall not, other than in the exercise of its rights under this Agreement or applicable law, interfere with THE·TEAM's quiet possession of the Equipment during the Rental Period.

3.4 The Supplier shall deliver the Equipment to the Site at the times and dates as specified in the Booking Form, Purchase Order or Supplier Agreement and shall install the Equipment (as applicable) at the Site at its cost.

3.5 Unless otherwise stated in the Booking Form, Purchase Order or Supplier Agreement, Clauses 2.3 - 2.7 of this Agreement shall apply to the delivery of the Equipment to THE·TEAM as they apply to the delivery of Goods.

3.6 Where so stated in the Specification the Supplier shall provide staff to operate and/or maintain the Equipment during the Rental Period otherwise THE·TEAM shall be entitled to and responsible for the operation and maintenance of the Equipment during the Rental Period.

3.7 At the end of the Rental Period, the Supplier shall collect the Equipment from the Site at a time and date reasonably convenient to THE·TEAM. The Supplier shall refund to THE·TEAM any expenses incurred by THE·TEAM as a result of the Supplier's failure to collect the Equipment within seven (7) days of the end of the Rental Period (including but not limited to the costs of moving and storing the excess Equipment) failing which THE·TEAM shall be entitled to dispose of such uncollected Equipment and to charge the Supplier for the costs of such disposal.

3.8 The Equipment shall at all times remain the property of the Supplier, and THE·TEAM shall have no right, title or interest in or to the Equipment (save

the right to possession and use of the Equipment in accordance with the provisions of this Agreement).

- 3.9 THE·TEAM may by written notice to the Supplier reject any of Equipment which fail to conform to approved samples or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to THE·TEAM of the Equipment concerned. If THE·TEAM rejects any of the Equipment pursuant to this Clause, THE·TEAM shall be entitled (without prejudice to other rights and remedies) either:
- a) to have the Equipment repaired or replaced by the Supplier (at THE·TEAM's option) within seven (7) days with Equipment which conforms in all respects with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or
 - b) to treat the Agreement as discharged by the Supplier's breach and require a refund from the Supplier in respect of the Equipment concerned together with payment of any additional expenditure reasonably incurred by THE·TEAM in obtaining replacement equipment.

4. PROVISION OF SERVICES

- 4.1 The Supplier shall provide the Services in accordance with any Specification and/or in accordance with best industry practice and a standard of skill and care commensurate with a skilled and experienced supplier of the same services.
- 4.2 The Supplier shall provide the Services in accordance with any agreed deadlines or key performance indicators set out in the Booking Form, Purchase Order or Supplier Agreement or reasonably required by THE·TEAM.
- 4.3 THE·TEAM shall be entitled to inspect and examine the performance of the Services at any time.
- 4.4 In the event THE·TEAM becomes aware of any discrepancy, error or deficiency in the Services, it shall notify the Supplier immediately. In the event that any discrepancy, error or deficiency in the Services is discovered, the Supplier shall with THE·TEAM's approval without delay and at its own cost, rectify such discrepancy, error or deficiency or re-perform the Services.
- 4.5 The Supplier shall, unless expressly stipulated to the contrary in the Booking Form, Purchase Order or Supplier Agreement, provide all equipment and personnel necessary for the provision of the Services. All equipment provided by the Supplier shall be at the risk of the Supplier and THE·TEAM shall have no liability for any loss of or damage to such equipment.
- 4.6 All equipment brought onto the Site in connection with the provision of the Services shall be there at the Supplier's risk. The Supplier shall provide for the haulage or carriage thereof to the Site and the removal of the equipment at its sole cost. The Supplier shall ensure that the Site is appropriate to

- contain and operate the equipment and the Supplier shall maintain all items of its equipment within the Site in a safe, serviceable and clean condition.
- 4.7 THE·TEAM shall have the power at any time during the provision of the Services to order that the Supplier: (i) remove from the Site any equipment which in the opinion of THE·TEAM is in any way dangerous or not in accordance with the Agreement; and/or (ii) substitute proper and suitable materials, plant and/or equipment.
- 4.8 On completion of the provision of the Services, the Supplier shall remove any equipment, materials and/or rubbish arising out of the provision of the Services and shall leave the Site in a neat and tidy condition and make good any damage caused by the Supplier (including in relation to the installation and/or removal of the equipment) at its sole cost.
- 4.9 The Supplier shall be responsible for checking that its personnel and the personnel of its subcontractors are legally entitled to work in the location where any Services are being provided and where appropriate, have the required visa, work permit or permission issued by the appropriate authority to undertake work of the nature for which the Supplier is supplying them to THE·TEAM. The Supplier agrees to indemnify THE·TEAM against all claims, costs and damages howsoever arising from any breach of this Clause.
- 4.10 In the event of failure by the Supplier to provide the Services (including by failing to provide the Services by the applicable timeframes) or in the event THE·TEAM reasonably considers the Supplier is unlikely to provide the Services in accordance with the terms of this Agreement, THE·TEAM shall, without limiting its other rights or remedies, be entitled to exercise one or more of the following rights:
- a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - b) to require the Supplier to immediately deliver to THE·TEAM all Services whether or not complete at such point in time;
 - c) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - d) either itself or through engaging a third party, take such steps as THE·TEAM considers necessary to ensure the performance of that part of the Services which the Supplier is unable to perform and to recover from the Supplier any additional expenditure reasonably incurred by THE·TEAM in obtaining replacement Services;
 - e) to require the repayment of the whole or any part of the Charges paid (including any form of deposit) for the Services not delivered, which shall be recoverable as a debt from the Supplier; and/or
 - f) to claim damages for any additional costs, loss or expenses incurred by THE·TEAM which are in any way attributable to the Supplier's failure to provide the Services.

5. SUPPLIER RESPONSIBILITIES

- 5.1 The Supplier warrants that it and any applicable Associated Party will:
- a) not act or omit to act in a way which does or may bring THE·TEAM or its Underlying Client into disrepute or would adversely impact on THE·TEAM's or an Underlying Client's good name, reputation or public image, including causing or permitting anything which is offensive, immoral or illegal (for the avoidance of doubt, any breach of this clause 5.1(a) shall constitute a breach of this Agreement incapable of remedy);
 - b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
 - c) co-operate free of charge with such other persons as THE·TEAM may require;
 - d) provide the Goods, Services and/or Equipment in accordance with all applicable laws and regulations, as well as the brand and marketing guidelines of THE·TEAM and/or its Underlying Client (which are available from THE·TEAM upon request);
 - e) comply with THE·TEAM's rules and procedures regarding health and safety when on the Site, and any additional rules made known to the Supplier from time to time by THE·TEAM, together with all applicable statutory rules and regulations regarding these matters;
 - f) notify THE·TEAM as soon as practicable of any health and safety hazards at the Site or in connection with the Services, Goods or Equipment of which it becomes aware;
 - g) report immediately to THE·TEAM any accident or injury and any damage to any property of THE·TEAM or to the property of any third parties occurring in or arising out of the performance of its obligations under this Agreement and any act, matter or thing which within its knowledge may have caused such accident or injury;
 - h) maintain a complete set of records to trace the supply chain of the whole of the Services, Goods or Equipment provided to THE·TEAM in accordance with this Agreement;
 - i) co-operate with THE·TEAM in all matters relating to this Agreement and comply with all requests and instructions made by THE·TEAM or its Underlying Client from time to time;
 - j) comply with all Site requirements as notified to the Supplier; and
 - k) make its representatives available to THE·TEAM at mutually acceptable times and locations to keep THE·TEAM fully informed of the progress of the Services, Goods and/or Equipment being provided and provide THE·TEAM with regular status updates as may be reasonably requested by THE·TEAM.
- 5.2 Time is of the essence in the performance of the Agreement by the Supplier. THE·TEAM has the right to sue for damages and loss if the Supplier fails to meet the agreed timeframes set out in the Agreement.

5.3 The Supplier shall immediately notify THE·TEAM if it considers it's reasonably unlikely that it will be able to meet the agreed timeframes.

6. FINANCIAL

6.1 Payment will be made the later of forty-five (45) days after receipt of the Supplier's valid VAT invoice or fourteen (14) days after receipt by THE·TEAM of the funds from the Underlying Client.

6.2 Unless agreed otherwise in a Booking Form, Purchase Order or Supplier Agreement:

- a) in respect of Goods and Equipment, the Supplier shall invoice THE·TEAM on or at any time after acceptance of delivery;
- b) in respect of Services, the Supplier shall invoice THE·TEAM on completion of the Services.

Each invoice shall include such supporting information required by THE·TEAM to verify the accuracy of the invoice.

6.3 The Supplier shall disclose to THE·TEAM any cash, volume or similar discount available to the Supplier and THE·TEAM shall have the right to benefit from any such cash, volume or similar discount (as may be applicable). The Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of this Agreement. Further, the Supplier shall not mark up any costs included as part of the Charges.

6.4 Unless agreed otherwise, all payments shall be made in sterling by transfer to such bank account as the Supplier may from time to time notify in writing to THE·TEAM.

6.5 THE·TEAM may without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier (whether under this Agreement or any other agreement) against any amounts payable by it to the Supplier under this Agreement.

6.6 THE·TEAM may withhold payment of the Charges if the Supplier is in breach of this Agreement and/or fails to comply with any agreed deadlines or key performance indicators.

6.7 In the event that THE·TEAM, acting reasonably and in good faith at all times, disputes an invoice, in whole or in part, THE·TEAM shall be entitled to withhold payment of any part of a disputed invoice until the dispute has been resolved. THE·TEAM shall notify the Supplier of the dispute and the Parties will make good faith efforts to resolve any such dispute in accordance with clause 16.14 of this Agreement. For the avoidance of doubt, THE·TEAM shall be entitled to withhold payment of any part of a disputed invoice until the dispute has been resolved.

6.8 No additional monetary amount for any reason nor any claim for costs arising from overtime working as a result of any unforeseen circumstances will be paid unless agreed in writing by THE·TEAM.

- 6.9 Where Services are provided to (a) The.Team: SME Management EMEA Limited, trading as LIVE·TEAM; (b) The.Team: SME Live Australia Pty Ltd; or (c) Wasserman Live Germany GmbH, clauses 6.10 – 6.13 shall apply.
- 6.10 THE·TEAM operates a Purchase Order system for the procurement of Goods and Services. THE·TEAM shall not be liable to make any payment to the Supplier without an authorised Purchase Order having been issued.
- 6.11 Under no circumstances whatsoever shall the Supplier act upon an unauthorised Purchase Order. Until it is officially authorised the Purchase Order will be clearly marked UNAUTHORISED. THE·TEAM will not be liable to make any payment against any unauthorised Purchase Order even if the Goods detailed therein are delivered.
- 6.12 Clause 6.9 may only be overridden by an authorised signatory of THE·TEAM in writing.
- 6.13 The monetary amount specified in a Purchase Order represents all charges required for completion of the work specified therein including all delivery costs, packing, and other related costs.

7. TERMINATION AND SUSPENSION

- 7.1 THE·TEAM may terminate this Agreement immediately:
- a) if the Supplier is in breach of this Agreement and has failed (in the case of a breach capable of being remedied) to remedy the breach within five (5) Business Days of a written request to do so; and/or
 - b) if the Supplier repeatedly acts in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; and/or
 - c) if (i) THE·TEAM's agreement with an Underlying Client terminates; or (ii) changes required by THE·TEAM's Underlying Client materially change the scope of THE·TEAM's services to the Underlying Client, such that the Services, Goods and/or Equipment are no longer required.
- 7.2 THE·TEAM may terminate the Agreement on written notice of ten (10) Business Days if the Supplier:
- a) being a body corporate: (i) is unable to pay its debts as they fall due; (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect; (iii) enters into a composition or scheme of arrangement with its creditors or if a receiver, manager, administrator or administrative receiver is appointed over any of its assets; (iv) ceases or threatens to cease to do business; or (v) an analogous event occurs to the other Party in any jurisdiction;
 - b) being an individual: (i) is subject to a bankruptcy petition or order made against him, or enters into any composition or arrangement

with or for the benefit of his creditors; or (ii) if a receiver (including fixed charge or court appointed), manager, insolvency practitioner or similar officer shall be appointed over the whole or a substantial part of the undertaking, property or assets of the individual; or

c) is subject to a Change of Control to a competitor of THE·TEAM, as determined by THE·TEAM in its sole discretion, acting reasonably.

7.3 THE·TEAM may terminate the Agreement at any time, with or without cause, upon giving the Supplier thirty (30) days' written notice.

7.4 THE·TEAM may suspend this Agreement at any time, with or without cause, immediately upon giving the Supplier written notice of such suspension. In the event of such suspension, the Supplier will be entitled to payment as detailed in clause 7.7 (unless such suspension is due to the Supplier's default). Supplier shall recommence performing its obligations pursuant to this Agreement immediately upon THE·TEAM providing written notice of the same to the Supplier.

7.5 The termination of the Agreement for any reason shall not affect those provisions expressly or implicitly having effect after termination.

7.6 On termination of the Agreement for any reason, the Supplier shall immediately deliver to THE·TEAM all property and information belonging to THE·TEAM which is in its possession or control at the time of termination. If the Supplier fails to do so, then THE·TEAM may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement.

7.7 Where the Agreement is terminated pursuant to clause 7.1(c) or clause 7.3 or suspended pursuant to clause 7.4, THE·TEAM shall pay the Supplier all pre-approved costs for Services, Goods and/or Equipment actually delivered in compliance with the terms of this Agreement and to the satisfaction of THE·TEAM up to the point of suspension or termination providing: (a) the Supplier can provide written evidence of such costs having been incurred (and whether such evidence is sufficient shall be at THE·TEAM's sole discretion); and (b) THE·TEAM is reimbursed for the incurred and committed costs of both it and its subcontractors (including the Supplier) in full by the Underlying Client. THE·TEAM shall not be liable to the Supplier for any other costs, losses or damages under any circumstances.

7.8 The rights to terminate the Agreement for cause shall be without prejudice to any other right or remedy of any Party in respect of the breach concerned (if any) or any other breach.

8. CONFIDENTIALITY

8.1 Each Party undertakes that it shall not during this Agreement, and for a period of two (2) years after termination of this Agreement, disclose to any

person any Confidential Information except as permitted pursuant to clause 8.2 and clause 8.4.

- 8.2 Each Party may disclose the other Party's Confidential Information:
- a) to its employees, officers, representatives or advisers or those that have a need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 8; and
 - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided such disclosure is kept to a minimum, where possible.
- 8.3 No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 8.4 Upon request by the Underlying Client, THE·TEAM may disclose (i) the commercial terms of this Agreement; and/or (ii) a signed copy of this Agreement, to an Underlying Client.

9. INSURANCE

- 9.1 The Supplier shall at its own expense, maintain in force with a reputable insurance company, (i) public liability insurance with a minimum of £5,000,000 per occurrence and £5,000,000 in the aggregate; (ii) employers' liability insurance with a minimum of £10,000,000 per occurrence; and (iii) professional indemnity insurance and (iv) product liability insurance (if goods are supplied), together with such additional insurance as may be requested by THE·TEAM given the nature of the supply of the Equipment, Goods and/or Services provided by the Supplier.
- 9.2 Insurance of any Equipment and/or Goods (whether delivered, created and/or used by Supplier or hired to THE·TEAM by the Supplier) shall be the responsibility of the Supplier unless stated otherwise in the Booking Form. The Supplier shall ensure that such insurance coverage is: (i) of a value not less than its full replacement value, insuring comprehensively against all usual risks of loss, damage or destruction by fire, theft, destruction or accident; or (ii) of such other amount as THE·TEAM may reasonably require.
- 9.3 Supplier must supply valid certificates of insurance to THE·TEAM and/or its Underlying Client upon reasonable request, and, in any event, prior to work commencing.
- 9.4 THE·TEAM shall have the right to require the Supplier to increase its level of insurance, or to procure additional insurance (in each instance at the Supplier's own expense), if in THE·TEAM's reasonable opinion it deems the Supplier's insurance to be inadequate. Should the Supplier at any time neglect or refuse to procure, maintain or renew any insurance(s) required,

or should any insurance(s) be cancelled, THE·TEAM shall upon notification to the Supplier have the right to procure such insurance(s) and, in such event, any sum so paid by THE·TEAM for such insurance(s) shall immediately become due and payable to THE·TEAM by the Supplier or THE·TEAM shall be entitled to deduct such sums from any monies due or which may become due to the Supplier in addition to any other remedies THE·TEAM may have under this Agreement.

10. INTELLECTUAL PROPERTY, TITLE AND RISK

- 10.1 The IPR together with all image and moral rights in all materials and deliverables as specified in the Purchase Order, Booking Form or Supplier Agreement, including artwork, photography, footage (in all forms of media), copy and other work produced in connection with or as a result of the Agreement (“Deliverables”) shall be assigned to THE·TEAM on creation.
- 10.2 The Supplier will indemnify THE·TEAM against any claim made against THE·TEAM or its Underlying Client for any alleged or actual infringement, whether or not under English law, of any third party’s IPR or other rights relating to or arising out of the use of anything created in the course of providing Goods, Equipment and/or Services, (including the Deliverables of the Services).
- 10.3 The Supplier shall obtain all waivers of all moral rights in the Goods, Equipment and/or Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any other similar provisions of law in any jurisdiction. If it is not possible in respect of any IPR, the Supplier will discuss this with THE·TEAM and proceed as instructed by THE·TEAM.
- 10.4 Title to the Deliverables and/or Goods shall pass to THE·TEAM upon the earlier of delivery or the first payment made by THE·TEAM and the Supplier shall do (or procure to be done) all such further acts and things and the execution of all such other documents as THE·TEAM may from time to time require for the purpose of securing for THE·TEAM (or the Underlying Client) all right, title, and interest in and to the IPR arising from or in connection with the Deliverables and/or Goods.
- 10.5 THE·TEAM shall grant the Supplier a non-exclusive, non-transferable limited license during the term of the Agreement, to use such Intellectual Property Rights as it explicitly deems necessary to enable the Supplier to provide the Services and/or Goods.
- 10.6 The Supplier shall not obtain or be able to create or exercise a lien, pledge, charge, mortgage or other security interest or encumbrance or any similar right or interest over or in relation to any Goods, Equipment and/or Deliverables.
- 10.7 The Supplier acknowledges and agrees that all rights in and to any IPR of THE·TEAM’s Underlying Client shall remain vested in the Underlying Client and that the Supplier has and will acquire no right in them by virtue of the

discharge of its obligations under this Agreement (except for the right to use the IPR of THE·TEAM's Underlying Clients as expressly provided pursuant to this Agreement).

- 10.8 Any use of the Underlying Client's IPR by the Supplier shall be subject to THE·TEAM's prior written approval and strictly in accordance with THE·TEAM's instructions and any other directions or restriction on their use as communicated to Supplier from time to time.
- 10.9 Where THE·TEAM issues or provides any materials (of any nature) free of charge to the Supplier such materials shall be and remain the property of THE·TEAM. The Supplier shall not in any circumstances have a lien on such materials and the Supplier shall take all reasonable steps to ensure that the title of THE·TEAM to such materials and the exclusion of any such lien are brought to the notice of all Associated Parties.
- 10.10 The Supplier shall be liable for any and all loss of or damage to any THE·TEAM materials caused by the Supplier or its Associated Parties. The Supplier shall inform THE·TEAM within one working day of becoming aware of any defects appearing in or losses or damage occurring to THE·TEAM materials.
- 10.11 The Supplier hereby agrees that it and any of its Associated Parties personnel consent to being filmed, photographed and/or recorded in or relating to the provision of the Services and subject to applicable laws, shall permit THE·TEAM (and its client(s), if relevant) to use such film, photograph, voice recording, likeness and/or demographic information free of charge in any manner and for any purpose (including for commercial purpose) in any media now known or hereafter developed. In addition and for the avoidance of doubt, the Supplier and its Associated Parties personnel hereby waive any moral rights or rights of privacy arising in relation to the provision of the Services.

11. PROHIBITED PUBLIC ACTIVITIES

- 11.1 The Supplier agrees that it shall not:
 - a) use any marks or any trade marks, trade names or logos which cause confusion with the Protected Marks;
 - b) undertake any form of ambush marketing which means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with any of the Protected Marks or any of the activities covered by the Agreement;
 - c) cause to be done, or permit anyone reasonably within the Supplier's control to do, anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks;
 - d) take or publish any photographs or make any other graphical or other reproduction (including film) in connection with the provision of the

- Equipment, Goods and/or Services or for personal use without the prior written permission of THE·TEAM;
- e) represent, directly or indirectly, that any product or service provided has been endorsed or approved by THE·TEAM (or its Underlying Client);
 - f) use in advertising, publicity or any other communication, whether written, electronic or any other means, THE·TEAM's (or its Underlying Client's) name and/or logo, or any Protected Mark; or
 - g) publish or issue any statement (factual or otherwise) about the Supplier's provision of Equipment, Goods and/or Services to THE·TEAM (or its Underlying Client).

12. REGULATORY REQUIREMENTS

12.1 The Supplier shall comply and shall procure that all Associated Parties comply with the Relevant Requirements.

12.2 The Supplier shall have in place adequate procedures designed to prevent its Associated Parties from engaging in any activity, practice or conduct which would infringe any of the Relevant Requirements. The Supplier shall provide such supporting evidence of such procedures as THE·TEAM may reasonably request.

12.3 The Supplier shall indemnify THE·TEAM against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, THE·TEAM as a result of any breach of this clause 12 by the Supplier or any breach of provisions equivalent to this clause in any subcontract by any subcontractor of the Supplier or otherwise any other participant in the Supplier's supply chain.

12.4 The Supplier warrants that:

- a) in carrying on its business, it abides by all relevant and applicable laws and regulations, including the Relevant Requirements, and neither the Supplier, nor any controlled or controlling person nor official of the Supplier, is subject to any such sanctions, or will receive any significant benefit in money or otherwise from the work being done for THE·TEAM;
- b) it is not, nor any beneficial owners, director or any other person who has powers of representation, decision or control over the Supplier is identified on any restricted party list issued by a national government or international organisation as subject to any sanction or embargo, including without limitation, any such list maintained by the Security Council of the United Nations, the European Union, the United Kingdom and/or by the authorities of the state(s) in which the Supplier is registered, established or in which it otherwise conducts activities;
- c) it has disclosed to THE·TEAM any recent judgments and pending claims of a material nature, or which are likely to adversely affect its or THE·TEAM's good name, reputation, or public image; and

- d) it has in place systems for preventing, auditing and investigating fraudulent, corrupt or illegal activities, security breaches or similar situations and is not aware of any such situation currently existing.
- 12.5 Any failure to comply (or investigation for a failure to comply with) any provision of this clause 12 shall constitute a breach of this Agreement incapable of remedy.

13. FORCE MAJEURE

13.1 If either Party is prevented or delayed by Force Majeure from the performance of any of its obligations under the Agreement (the "Defaulting Party"), then the Defaulting Party shall not be liable to the other Party for delay or non-performance of its obligations under the Agreement so affected and such delay or non-performance shall not constitute a breach of the Agreement provided that:

- a) the delay or non-performance is beyond the reasonable control of the Defaulting Party affected and the Defaulting Party had implemented reasonable contingencies (including, in relation to the Supplier only, its own supply chain) or redundancies to prevent or mitigate such delay or non-performance;
 - b) as soon as reasonably practicable after the start of the event of Force Majeure, the Defaulting Party, notifies the other Party in writing of the event of Force Majeure, its likely or potential duration, the effect of the event of Force Majeure on its ability to perform any of its obligations under this Agreement, and throughout the duration of the event of Force Majeure keep the other Party abreast of any changes or developments to the above;
 - c) the Defaulting Party uses all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations and resume performance as soon as reasonably possible (and for the avoidance of doubt, any failure to fulfil or delay in fulfilling payments obligations under this Agreement due to an event of Force Majeure shall not relieve the Defaulting Party of the obligation to fulfil such obligations once the impact of the relevant event of Force Majeure ceases to prevent performance, unless such obligations have become impossible to perform); and
 - d) the corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Defaulting Party (including for the avoidance of doubt the suspension of THE TEAM's obligation to pay amounts during any period the Supplier is prevented from providing the equipment, goods and/or services unless and until the actual provision of the equipment, goods and/or services).
- 13.2 If any event or circumstances prevent the Supplier from performing its obligations under the Agreement for a continuous period of more than ten

(10) Business Days or in the event THE·TEAM reasonably considers the Supplier is likely to be so prevented due to an event of Force Majeure, THE·TEAM may terminate the Agreement immediately by giving written notice to the Supplier. Where THE·TEAM terminates this Agreement pursuant to this clause 13.2, THE·TEAM shall, without limiting its other rights or remedies, be entitled to exercise one or more of the following rights:

- a) to require the Supplier to immediately deliver to THE·TEAM all Services and Goods whether or not complete at such point in time; and/or
- b) to require the repayment of the whole or any part of the price paid (including any form of deposit) for any Services, Goods and/or Equipment not actually delivered in compliance with the terms of this Agreement, which shall be recoverable as a debt from the Supplier.

13.3 Without prejudice to the generality of the foregoing, if the relevant event or events (as applicable) for which THE·TEAM is purchasing the Supplier's Services, Goods or Equipment is cancelled on account of any event of Force Majeure the same shall not be a breach of this Agreement and no amounts shall be payable by THE·TEAM in respect of the Services not actually provided by the Supplier hereunder. Where such an event is rescheduled, THE·TEAM shall have the option to:

- a) terminate the Agreement in accordance with clause 13.2; or
- b) require the Supplier, at no added cost to THE·TEAM, deliver the Services, Goods and/or Equipment to the location on the dates notified to it by THE·TEAM.

14. LIABILITIES

14.1 Nothing in this Agreement shall limit the liability of either Party for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

14.2 THE·TEAM's rights and remedies under this Agreement are in addition to its rights and remedies implied by statute and common law.

14.3 The Supplier will indemnify THE·TEAM against all costs, losses, damages and liabilities (whether direct or indirect) including any interest, penalties and legal and other fees and expenses awarded against / incurred or paid by THE·TEAM resulting from: (i) a breach by the Supplier of any of its contractual obligations arising under the Agreement and/or for the acts or omissions of the Supplier and/or any of the Supplier's personnel or Associated Parties; and/or (ii) any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given or any other loss which is caused directly or indirectly by any act or omission of the Supplier and/or any of its Associated Parties.

14.4 THE·TEAM shall not be liable under any circumstances to the Supplier for any indirect or consequential loss including: (i) loss of revenue or profits; (ii)

loss of business; (iii) loss of opportunity; (iv) loss of goodwill; (v) loss of reputation; or (vi) loss of, damage to, or corruption of data.

- 14.5 THE·TEAM shall not be responsible for any guests attending an event to which the Services relate, and THE·TEAM shall not assume any liability for any loss, injury (including death) or damage: (i) caused by the guests; or (ii) to the guests or their property, unless the same arises as a result of THE·TEAM's negligence.
- 14.6 Except as stated in clause 14.1, the aggregate liability of THE·TEAM to the Supplier with respect to all claims under or in connection with the Agreement shall be limited to damages not exceeding the Charges payable by THE·TEAM to Supplier under this Agreement.

15. TUPE

- 15.1 The Parties do not intend for any Supplier personnel to transfer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") from the employment of Supplier into the employment of THE·TEAM or an alternative third-party supplier ("Alternate Supplier"), in connection with the provision of the Services (or part thereof) and Supplier will use its reasonable endeavours in the allocation of its employee resources prior to and during the Term to ensure that such transfer does not occur.
- 15.2 Notwithstanding clause 15.1, the Parties acknowledge and agree that where the Services cease to be provided by the Supplier for any reason and the same Services are provided by an Alternate Supplier, there may be a relevant transfer of Supplier employees to THE·TEAM and/or an Alternate Supplier for the purposes of TUPE.
- 15.3 The Supplier shall, at THE·TEAM's written request (and to the extent legally permitted), provide THE·TEAM with the following details:
- a) a list of those personnel engaged in providing Services to THE·TEAM ("Potential Returning Employees");
 - b) job title, age, length of continuous services, current remuneration, benefits and notice periods of the Potential Returning Employees;
 - c) terms and conditions of employment of the Potential Returning Employees, including any particulars that the Supplier is obliged to give under section 1 of the Employment Rights Act 1996;
 - d) any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
 - e) any claims, current or which the Supplier has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;
 - f) all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees; and

- g) information on any collective agreements which will have effect in relation to the Potential Returning Employees after the date the applicable employees have transferred pursuant to TUPE.
- 15.4 The Supplier shall indemnify THE·TEAM (both for itself and an Alternate Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by THE·TEAM and/or an Alternate Supplier in connection with or as a result of:
 - a) any claim or demand by any applicable Supplier employee or a trade union or other body or person representing such Supplier employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Supplier on or before the applicable TUPE transfer;
 - b) any failure by the Supplier to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE.
- 15.5 If TUPE applies to transfer the employment of any person employed by the Supplier to THE·TEAM or any Alternate Supplier then if THE·TEAM or such Alternate Supplier serves a notice terminating the employment of such person within twelve months after the date of such transfer, the Supplier shall indemnify THE·TEAM (for itself and an Alternate Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which THE·TEAM is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

16. GENERAL

16.1 The Supplier shall:

- a) uphold all reasonable requirements relating to sustainability as may be required by THE·TEAM in relation to this Agreement;
- b) not seek to solicit, endeavour to entice away, canvass for business or otherwise interfere with THE·TEAM's existing or proposed business at any time during this Agreement and for a period of one (1) year thereafter;
- c) take appropriate steps to ensure that neither the Supplier nor any of its Associated Parties nor personnel are placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or such persons and the duties owed to THE·TEAM under the provisions of the Agreement. The Supplier will disclose to THE·TEAM full particulars of any such conflict of interest which may arise;
- d) comply with the terms of any THE·TEAM (or Underlying Client) code of conduct, branding guidelines, policy document (or anything akin to the foregoing) made available from time to time to the Supplier by THE·TEAM;

- e) not solicit or employ or cause to be employed, whether directly or indirectly, any personnel of THE·TEAM, without the written consent of THE·TEAM (save that nothing shall preclude the conducting of general recruiting activities, such as participation in job fairs or publishing advertisements in or on websites for general circulation) If the Supplier commits any breach of this clause 16.1(e), the Supplier shall, on demand, pay to THE·TEAM a sum equal to one year's basic salary or the annual fee that was payable by THE·TEAM to the relevant personnel plus the recruitment costs incurred by THE·TEAM in replacing such person; and
 - f) bear its own costs in connection with the negotiation and completion of the Agreement.
- 16.2 Where the Supplier is subject to the Freedom of Information Act ("FOIA") and receives a request pursuant to the FOIA to disclose information relating to or received from THE·TEAM (including the terms of the Agreement), the Supplier will consult with THE·TEAM, and will use reasonable endeavours to identify and redact all commercially sensitive and other material exempt from disclosure, before releasing any such information.
- 16.3 Nothing in this Agreement shall create, or be deemed to create a partnership or the relationship of employer and employee between the Parties and neither Party shall have authority to bind the other in any way, except as set out in the Agreement.
- 16.4 The Supplier is an independent contractor. Supplier personnel are not THE·TEAM employees. The Supplier remains responsible as employer for the payment of all wages, taxes, national insurance and other costs relating to its employees and personnel.
- 16.5 The Agreement, or any provision thereof, may be amended or modified only with the mutual consent of an authorised representative of the Parties as set out in writing and expressly stating the Parties' intent to amend the Agreement.
- 16.6 THE·TEAM shall have the right, upon reasonable notice, to permit an auditor (meaning THE·TEAM, an Underlying Client and/or any auditor appointed to act on behalf of THE·TEAM or an Underlying Client, at Supplier's cost, to conduct audits, as frequently as necessary, of Supplier's operations, facilities, documents, procedures, records and/or systems or the storage or processing of any associated data (including security testing and penetration testing where deemed necessary in the reasonable opinion of THE·TEAM or an Underlying Client). THE·TEAM shall give reasonable notice to Supplier of each audit except in what is reasonably deemed an emergency or crisis situation or where such notice would reasonably render the audit ineffective. THE·TEAM may activate such an audit right for purposes including, but not limited to: auditing the Supplier's accounts to review and verify the Supplier's compliance with the provisions of the Agreement and verify that the charges (and any proposed or actual variations to them in accordance with these standard terms) have been

accurately and properly calculated and applied by the Supplier. In the event that an audit reveals that charges have not been accurately and properly calculated by the Supplier, Supplier shall immediately reimburse THE·TEAM for any over payment made by THE·TEAM.

- 16.7 If any provision of the Agreement are held by any court or other competent authority to be void or unenforceable in whole or in part, the Standard Terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 16.8 All notices between the Parties with respect to the Agreement shall be in writing and signed by or on behalf of the Party giving it. Any notice shall be duly served: (i) on delivery if delivered by hand; (ii) 48 hours after sending if sent by first class post or recorded delivery; or (iii) on sending if sent by email (provided that a copy is also sent by post in accordance with (ii) above), provided that in each case: (a) the notice is sent to the address of the addressee in the Agreement (or such other address as the addressee may from time to time have notified for the purpose of this clause); and (b) in relation to notices served on THE·TEAM, a copy of such notice is also sent by email to: emealegal@the.team.
- 16.9 Subject to clause 16.10, a person who is not a party to the Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Standard Terms or the Agreement.
- 16.10 The Supplier may not assign, sub-license, sub-contract or otherwise transfer the Agreement or any benefits or obligations therein without the prior written approval of THE·TEAM and shall remain liable at all times for any sub-contractor or other person permitted under this clause 16.10. THE·TEAM may at any time assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under the Agreement. For the avoidance of doubt THE·TEAM may assign the Agreement to its Underlying Client at any time without approval from any other person or entity, including the Supplier.
- 16.11 Any phrase in this Agreement introduced by the term “include”, “including”, “in particular” or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- 16.12 The Agreement constitutes the entire agreement between the Supplier and THE·TEAM in relation to the provision of Goods, Equipment and/or Services. Any terms that are different from or in addition to the terms of the Agreement, whether communicated orally or contained in any purchase confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of this Agreement and are excluded.
- 16.13 The Agreement and any dispute or claim arising out of or in connection therewith (including any non-contractual claim or dispute) shall be governed by and construed in accordance with the laws of England and Wales.
- 16.14 The Parties shall attempt to resolve any question, dispute or difference as to any matter or thing of whatever nature arising under or in connection with

the Agreement (a “Dispute”) through negotiations between senior executives of the Parties who shall have authority to settle the same. If the Dispute is not resolved by negotiation within thirty (30) days of receipt of a written ‘request to negotiate’, the Dispute shall be finally resolved by arbitration under the rules of the London Court of International Arbitration (“LCIA”) and such rules are deemed to be incorporated by reference into this clause. It is agreed that:

- a) the tribunal shall consist of one arbitrator;
- b) in default of the Parties’ agreement as to the arbitrator, the appointing authority shall be the LCIA;
- c) the seat of the arbitration shall be in London;
- d) The language of the arbitration shall be English;
- e) The law of the arbitration and this arbitration agreement shall be the laws of England and Wales.

APPENDIX 1

DATA PROCESSING

- 1.1 Unless the context otherwise requires, references in this Appendix to “controller”, “processor”, “processing/ process”, “data subject”, “personal data” and “personal data breach” shall be interpreted and construed by reference to Data Protection Legislation.
- 1.2 The parties acknowledge and agree that in order to provide the Services, Supplier may process personal data. The type of personal data that the Supplier may be required to process under this Agreement includes names, email addresses and other contact information collected by or on behalf of THE·TEAM and in relation to the provision of the services. If the Supplier may be required to process additional types of personal data under this Agreement, a Booking Form, Supplier Agreement or Framework Agreement including a “*Data Processing Services*” table shall be completed. Where such a table has been completed, such table shall also set out the subject matter and duration of the processing; nature and purpose of the processing; the type of personal data being processed; and the categories of data subject.
- 1.3 THE·TEAM is instructing the Supplier on behalf of a third-party controller and is therefore a processor on behalf of that controller, and Supplier is the sub-processor to THE·TEAM. To the extent that THE·TEAM is not acting under the instructions of a third-party controller, then THE·TEAM shall be the controller and Supplier the processor. Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation. Supplier shall, at its own expense (except where otherwise expressly stated in this clause) and without prejudice to its other rights or obligations, in respect of its processing of such personal data:
 - (a) process the data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with THE·TEAM’s written instructions from time to time and Supplier shall not process or permit the processing of the data for any other purpose. If Supplier is ever unsure as to the parameters of the instructions issued by THE·TEAM and/or believes that THE·TEAM’s instructions may conflict with the requirements of Data Protection Legislation or other applicable laws, Supplier shall immediately notify THE·TEAM for clarification and where requested provide reasonable details in support of any assertion that THE·TEAM’s instructions may be unlawful;
 - (b) only make copies of the data to the extent reasonably necessary (which may include back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and/or testing of the data);

- (c) not extract, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the Data other than as permitted under the terms of this Agreement;
- (d) comply with its obligations under Data Protection Legislation, and the provisions of THE·TEAM's IT and data security policies as notified to Supplier from time to time;
- (e) only permit access to data to those Supplier personnel who require such access in order to carry out their roles in the performance of Supplier's obligations under this Agreement and ensure the reliability of all personnel and Sub Processors (as defined below) who have access to the data and shall in particular ensure that any person authorised to process data in connection with this Agreement is subject to a duty of confidentiality that at a minimum is equal to the duty of confidentiality imposed on Supplier under this Agreement;
- (f) not do anything or omit to do anything that may put THE·TEAM or any member of THE·TEAM's group in breach of its obligations under Data Protection Legislation and take such steps as THE·TEAM may reasonably request from time to time to enable THE·TEAM to comply with Data Protection Legislation;
- (g) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to personal data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the personal data; and b) the nature of the personal data to be protected. Such measures shall be of at least the minimum standard required by Data Protection Legislation and be of a standard no less than the standards compliant with good industry practice for the protection of personal data;
- (h) promptly and without undue delay (and in any event within 24 hours) notify THE·TEAM in writing of each personal data breach of which it becomes aware. Supplier shall ensure that the initial notification comprises the information required under Article 33(3) of the UK GDPR;
- (i) assist THE·TEAM by appropriate technical and organisational measures in responding to, and complying with, data subject requests;
- (j) provide THE·TEAM with full co-operation and assistance in relation to THE·TEAM's obligations and rights under Data Protection Legislation including providing THE·TEAM and Regulators (as applicable) with all information and assistance necessary to investigate security breaches

carry out privacy impact assessments or otherwise to assess or demonstrate compliance by the parties with Data Protection Legislation;

- (k) at its own expense, without undue delay notify THE·TEAM in writing, and provide such co-operation, assistance and information as THE·TEAM may reasonably require if Supplier:
 - (i) receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under this Agreement or to either party's or any member of THE·TEAM's group compliance with Data Protection Legislation;
 - (ii) becomes aware of any Security Breach;
- (l) at the request of THE·TEAM (and at the Supplier's expense), provide to THE·TEAM such reasonable assistance as is contemplated by Article 28(3)(e) and (f) of the UK GDPR;
- (m) keep at its normal place of business a written record of data processing carried out in the course of the Services and of its compliance with its obligations set out in this Agreement ("Records");
- (n) at Supplier's expense, provide THE·TEAM with all information reasonably required by THE·TEAM to enable THE·TEAM to verify Supplier's compliance with this Agreement and permit THE·TEAM, its third-party representatives or a Regulator or its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause by Supplier, access to inspect, and take copies of, the Records and any other information held at Supplier's and/or Sub Processors' premises or on Supplier's and/or Sub Processors' systems relating to this Agreement, for the purpose of auditing Supplier's compliance with its obligations under this clause. Supplier shall give all necessary assistance to the conduct of such audits;
- (o) not engage any processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) without the prior written consent of THE·TEAM acting in its sole discretion. Where THE·TEAM authorises Supplier to appoint a third party to process the data (a "Sub Processor"), such authorisation is conditional on Supplier:
 - (i) entering into a written contract with the Sub Processor that:
 - (1) is on terms that are the same as those set out in this clause;

- (2) provides sufficient guarantees to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; and
 - (3) terminates automatically on termination or expiry of this Agreement for any reason; and
- (ii) remaining liable for all acts or omissions of the Sub Processors as if they were acts or omissions of Supplier.

If a Data Processing Services table has been completed, and the Supplier uses any Sub Processors as at the date of this Agreement, details of such Sub Processors shall be set out in such Data Processing Services table for the activities set out in the Data Processing Services table in connection with the provision of the Services.

- (p) return or destroy (as directed in writing by THE·TEAM) all data it has in its possession and delete existing copies unless applicable law requires storage of the personal data. If THE·TEAM elects for destruction rather than return of the data, Supplier shall as soon as reasonably practicable ensure that all data is destroyed and deleted from Supplier systems and provide written confirmation of compliance with this clause within 14 days of request;
- (q) not transfer the personal data outside the United Kingdom or the European Economic Area without the prior written consent of THE·TEAM, which can be withheld at the sole discretion of THE·TEAM, and subject to any additional THE·TEAM requirements (which may include entering into or procuring that the relevant Sub Processor enter into Standard Contractual Clauses or an Approved UK Addendum (as appropriate) (“Model Clauses”).

1.4 For the avoidance of doubt, nothing in this Agreement shall relieve Supplier of its responsibilities and liabilities under Data Protection Legislation.

1.5 Supplier shall indemnify THE·TEAM on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by THE·TEAM arising out of the Supplier’s breach of its obligations in this clause 1 (“Claims”). Each party acknowledges that Claims include any claim or action brought by a data subject arising from Supplier’s breach of its obligations in this clause.

1.6 For the purpose of this clause 1:

“Approved UK Addendum” means the template UK addendum issued by the Commissioner under section 119A(1) of the Data Protection Act 2018 and laid before Parliament on 2 February 2022 which incorporates and amends the Standard Contractual Clauses.

“Data Protection Legislation” means all applicable laws and regulations in each case pertaining to the security, confidentiality, protection or privacy processing of personal data, as amended or re-enacted from time to time including (without limitation and to the extent applicable), the European General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“UK GDPR”); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended).

“EU GDPR” means the European General Data Protection Regulation, namely Regulation (EU) 2016/679.

“Regulator” means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation.

“Security Breach” means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under this Agreement or breach of Supplier’s security obligations under this Agreement (including clause 1.3(g)).

“Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to third countries set out in the Annex to the Commission Implementing Decision dated 4 June 2021 (C(2021) 3972) on standard contractual clauses for the transfer of personal data to third countries pursuant to the EU GDPR and any amendment or replacement of such standard contractual clauses as may be in force from time to time.