

AIRTIME ADVERTISING STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

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

“Act” or “Acts”	means the Broadcasting Acts 1990 and 1996 and the Communications Act 2003 as amended or superseded from time to time;
“Advance Booking Deadline” or “AB Deadline”	means the relevant date from the list of dates published by Sky from time to time on a website at www.skymedia.co.uk or such other deadline as is agreed between the Client and Sky, by which the Client is required to confirm the Booking;
“Advertisement”	means the Creative in respect of which Airtime has been sold for transmission in the manner prescribed in the Booking;
“Advertiser”	means the advertiser specified in the Booking Form;
“Affiliate”	means in relation to any body corporate, any Holding Company or Subsidiary of such body corporate or any Subsidiary of a Holding Company of such body corporate, as such terms are defined in section 1159 of the Companies Act 2006;
“Agency”	means the media buying agency (if there is one) acting on behalf of the Advertiser, as specified in the Booking Form;
“Agreement”	means these Terms and Conditions and the Booking Form (including any additional terms and conditions that are cross-referenced to in the Booking Form and all Schedules attached), and (where relevant) any Deal Agreement;
“Airtime”	means broadcast spot advertising within a commercial break available to an Advertiser for the transmission of its Creative;
“Audience”	means a demographic audience recognized and reported by BARB;
“BACS”	means Bankers Automated Clearing Service;
“BARB”	means the Broadcasters’ Audience Research Bureau and any successor or replacement;
“BCAP Code”	means the Broadcast Committee of Advertising Practice Code and accompanying guidance (as amended or superseded from time to time);
“Booking”	means a commitment to Sky placed through the CARIA Service only (unless agreed otherwise in advance by Sky) from the Client to buy Airtime at an agreed rate and on agreed terms and “Booked” shall be construed accordingly. A Booking becomes legally binding once accepted by Sky through the CARIA Service only (unless agreed otherwise in

	advance by Sky) or by the provision of actual Airtime to the Advertiser;
“Booking Form”	means the document containing the details of the Booking to which these Terms and Conditions apply;
“Broadcast Revenue”	means all Gross Expenditure by the Client on Airtime in the United Kingdom. This covers all linear broadcast spot advertising in all commercial minutage but excludes all non-spot mediums (including without limitation Sky AdSmart, Sponsorship, VOD, online, or any advertising that is traded as impression based inventory). However, Airtime booked as part of an integrated campaign, where any non-spot medium is used, is to be calculated at normal prices for that Client and identified as part of Broadcast Revenue regardless of whether all expenditure is physically placed and billed through one or more of the above. This also applies where no value is obvious on any non-spot medium but where spot value is apparent and billing in any way exists on non-spot medium;
“Broadcast Share”	means the share of Broadcast Revenue which the Client commits to Sky under a Deal Agreement;
“Campaign Period”	means the campaign period specified in the Booking Form;
“Campaign Instructions”	means an instruction placed through the CARIA Service only (unless agreed otherwise in advance by Sky) from the Client authorising Sky to transmit its Advertisement and stating commercial reference numbers, durations, start dates, end dates and channels as appropriate;
“CAP Code”	means the Committee of Advertising Practice (Non-Broadcast) Code;
“CARIA Service”	means the electronic data transfer system for approval of advertising campaign booking details and approval of Campaign Instructions administered by IMD Optimad (or any subsequent provider as agreed between the parties from time to time);
“CHAPS”	means Clearing House Automated Payments System;
“Clearcast”	means Clearcast Limited or any superseding body;
“Clearcast Copy Library”	means Clearcast’s centralised library of final clocked, broadcast quality TV and VOD ads for final clearance;
“Clear Working Day”	means a number of consecutive Working days excluding the first day and the last day;
“Client”	means (a) the Agency acting on behalf of the Advertiser; (b) where there is no Agency, the Advertiser; or (c) where the context requires, both the Agency and the Advertiser together;
“Client Commitments”	means the minimum commitments made by the Client in relation to Broadcast Share and/or volume as set out in

	any Deal Agreement;
“Code” or “Codes”	means BCAP Code, CAP Code, and the Ofcom Codes;
“Control” or “Controlling Interest”	has the meaning ascribed to it by Section 840 of the Income and Corporation Taxes Act 1988;
“Copy Clearance Secretariat”	means the body (currently Clearcast) which scrutinises the Creative against the BCAP Code issued by Ofcom following the submission of the Advertisement to ensure it is compliant. The Creative is then granted commercial/copy clearance for transmission;
“Copy Surcharges”	means a surcharge of £250 per Creative which can be imposed where commercial copy or Campaign Instructions are not supplied to Sky more than two (2) Clear Working Days before the first transmission date;
“Creative”	means any material intended for transmission by Sky. Creative shall be deemed to have been delivered only when all of Sky’s technical requirements have been met and Sky has been given the Campaign Instructions;
“Creative Agency”	means a person, firm or company carrying on the business of creating and/or producing any Creative;
“DDS”	means Donovan Data Systems airtime management system or any replacement airtime management system;
“Deal Agreement”	means any agreement entered into between the Client and Sky for the purchase of Airtime for a specific term, and includes any Letter of Variation;
“Fee”	means the total fee specified in the Booking Form;
“First Spot”	means the first advertisement transmitted on any channel for any given campaign for a particular Advertiser;
“Force Majeure”	means any event beyond the reasonable control of either Sky or the Client, as applicable, and shall include (but not by way of limitation) epidemic, pandemic, and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organisation and any of the strains, variants or mutations thereof), strikes, lockouts, riots, sabotage, acts of war, terrorism, hostilities or piracy, any law, destruction of essential equipment by fire, explosion, storm, flood, earthquake, satellite and/or transmission failure and delay caused by failure of power supplies or transport;
“FSMA”	means the Financial Services and Markets Act 2000;
“Gross Expenditure”	means gross expenditure whether in cash or otherwise, before any applicable agency commission or discount but net of VAT;
“Impacts”	means the impacts measured by BARB for each reported commercial spot in the relevant target audience, converted to a 30 second equivalent;

“Intellectual Property Rights”	means all copyright, database rights, patent rights, design rights, moral rights, trade marks, domain names, know-how and any other intellectual property rights and similar rights (whether registered or unregistered) including any application for registration of any such right anywhere in the world;
“Letter of Variation”	means the formal documentation produced and communicated to the Client as a result of an amendment to an existing Deal Agreement;
“Ofcom”	means the Office of Communications or any replacement or successor body or bodies from time to time, or any equivalent body in an applicable jurisdiction;
“Ofcom Codes”	means all relevant codes and guidance published by Ofcom, including the Ofcom Broadcasting Code and accompanying guidance, all as amended or superseded by revised codes issued by Ofcom from time to time;
“Pirate Sites”	means any internet site, network, service or other medium that is primarily designed for and primarily engaged in: (i) the unlawful reproduction and/or distribution of movie or television content, or which materially contributes to, induces or causes copyright infringement; (ii) manufacturing, importing, offering to the public, providing or otherwise trafficking in any devices or services designed to circumvent technological measures used to protect movie or television content; (iii) assisting or offering assistance to third parties in obtaining unauthorised copies of movie or television content; (iv) indexing, listing or displaying file names corresponding to unauthorised copies of movie or television content available for downloading or uploading using peer-to-peer or other Internet systems or networks; or (v) offering or providing unauthorised downloading, sharing, swapping, trading, streaming distribution, sale, rental or display of unauthorised electronic or physical copies of movie or television content;
“Prepayment”	means an approved campaign, paid for at the time of approval, for which transmission is deferred to a later date;
“Relevant Laws”	means any applicable laws, statutes, regulations and relevant industry codes of practice (including without limitation, the Acts, and the Codes) as may be updated from time to time;
“Sky”	means Sky UK Limited and includes their successors and assigns;
“Sky Platforms”	means any platform by which Sky makes its content available to viewers, including but not limited to satellite, cable, online, digital, internet, IPTV and VOD;
“Sky Environmental Policy”	means the following policy https://www.skygroup.sky/suppliers as amended from time to time

	time;
“Standard Timelengths”	are ten (10) seconds or a multiple of ten (10) seconds;
“Terms and Conditions”	means these standard terms and conditions;
“Territory”	means the territories as set out in the Booking Form;
“TVR”	means a television rating, which is expressed as a percentage of the potential Audience viewing at any given time and which measures the Audience watching content by comparing the number of Audience viewers who watched against the total available Audience as a whole. One TVR is equivalent to 1% of an Audience;
“Under Delivery”	means the Gross Expenditure money value calculated by the auditors as being the amount by which the Broadcast Share, Volume or other Client Commitment actually delivered to Sky across the Agreement is less than the Broadcast Share, Volume or other Client Commitment expressly set out in the Deal Agreement;
“VOD”	means video on demand;
“Volume”	means the volume of Gross Expenditure set out in the Deal Agreement and which the Client guarantees to Sky will be the minimum Gross Expenditure under the Deal Agreement; and
“Working Day”	means Monday to Friday inclusive in each week except any bank or public holiday. Creative delivered after 5pm on a Working Day shall be deemed to have been received on the next Working Day.

2. INTERPRETATION

- 2.1 Headings are for ease of reference only and shall not affect the construction or interpretation of the Agreement.
- 2.2 References to “person” shall include any individual, firm, government, state or agency of a state or any joint venture or association (whether corporate or incorporate).
- 2.3 References to a statute or regulation shall be deemed to extend to any statute or regulation passed in substitution therefore or substantially re-enacting or consolidating the same.
- 2.4 Words in the singular shall include the plural, and vice versa.

3. AGREEMENT

- 3.1 These Terms and Conditions shall apply to all Airtime purchased by a Client and together with the Booking, and any applicable Booking Form, shall constitute the Agreement made between Sky and the Client in relation to a campaign.
- 3.2 By placing a Booking with Sky, the Client accepts in full these Terms and Conditions. Unless there is an express statement otherwise, in the event of any conflict between these Terms and Conditions, the Booking, and any applicable Booking Form, the following order of precedent shall apply: (i) these Terms and Conditions; (ii) the Booking Form; and (iii) the Booking.

4. DELIVERY OF CREATIVE

- 4.1 The Creative (including the material specified in Clause 5.12) must be delivered to and received by Sky not less than two (2) Clear Working Days before the date of the intended transmission.

Where possible, Campaign Instructions should be delivered ahead of this deadline. This is irrespective of the delivery method.

- 4.2 If Sky decides that Creative is unsuitable, Sky shall notify the Client who must supply alternative Creative at its own cost as soon as possible and in any case not later than two (2) Clear Working Days prior to the intended transmission.
- 4.3 Where Creative is not delivered at least two (2) Clear Working Days before the intended transmission date, the Client shall at the discretion of Sky be liable for the Copy Surcharges; and/or be liable to pay in full for the Airtime booked whether or not any Advertisement is in fact transmitted.
- 4.4 Where Creative (or replacement Creative) or Campaign Instructions (or newly submitted Campaign Instructions) are accepted at the absolute discretion of Sky less than two (2) Clear Working Days before the intended transmission date, the Client shall be liable to Sky for the Copy Surcharge plus VAT per Creative and shall pay any invoice issued by Sky for such Copy Surcharge and applicable VAT within thirty (30) days of the date of invoice.
- 4.5 The provisions of Clauses 4.1 to 4.4 above shall be without prejudice to any special arrangements for Bookings made at shorter notice and agreed in writing by Sky. In exceptional cases Sky will, at its sole discretion, accept Creative delivered less than two (2) Clear Working Days before the date of transmission. In such cases Sky is not obliged to notify the Client in accordance with Clause 4.2 above if it decides the Creative is unsuitable.
- 4.6 Unless otherwise instructed Creative may be destroyed by Sky if not transmitted for a period of ninety (90) days without further reference to the respective Client.

5. TRANSMISSION OF CREATIVE

- 5.1 The Client hereby authorises Sky to transmit all Creative delivered pursuant to the Agreement. The use of the term "transmit" under these Terms and Conditions includes all forms and methods of transmission across all Sky Platforms.
- 5.2 Advertisements will only be transmitted if they are approved by Sky, satisfy all of Sky's technical requirements as may be notified by Sky to the Client from time to time and comply with all Relevant Laws. Sky acknowledges that for VOD Creative, there are no legal or regulatory requirements to comply with the BCAP Code or the Ofcom Code, however for the purposes of consistency and quality, Sky requires that any Creative delivered under the Agreement must comply with the BCAP Code and the Ofcom Code as if it constituted linear advertising.
- 5.3 The Client agrees that it is fully responsible for the content of the Creative and is responsible for the actions of any person, including but not limited to any Creative Agency, in relation to the creation, authenticity and delivery of Creative.
- 5.4 Creative must also comply with the Clearcast Notes of Guidance for Television Advertising as featured at the following link <https://help.clearcast.co.uk/hc/en-us/articles/4409935970833-Notes-of-Guidance> and as updated from time to time and the Copy Clearance Secretariat notes of guidance and copy clearance bulletins in force at the time of transmission and in addition:
 - 5.4.1 scripts and/or storyboards, along with consignment notes for all Advertisements must be submitted in advance to the Copy Clearance Secretariat for provisional approval before transmission;
 - 5.4.2 all finished clocked Creative must be submitted to the Copy Clearance Secretariat for approval before transmission;
 - 5.4.3 the Creative provided to Sky for transmission must be the same Creative as the Creative approved by the Copy Clearance Secretariat delivered or pulled from the Clearcast Copy Library; and
 - 5.4.4 approval by the Copy Clearance Secretariat of any Creative and/or compliance with the terms set out in Clauses 5.1, 5.2 and 5.3 shall not in any way prejudice Sky's right

to reject any Advertisement as provided under Clause 4 above.

- 5.5 The Client shall procure the compliance of the Creative Agency with the obligations set out in Clauses 5.4 and 14, as if the Creative Agency were a party to the Agreement. The Client will indemnify and hold Sky harmless against any loss or damage caused by a Creative Agency's breach of Clauses 5.4 and/or 14.
- 5.6 The Client hereby acknowledges and agrees that, unless agreed otherwise in writing with Sky, all Creative provided under the Agreement will be cleared for transmission across all of the Sky Platforms and Sky may transmit the Creative across any or all of the Sky Platforms (whether on a simultaneous basis or any other basis) without providing prior notice to the Client.
- 5.7 Sky reserves the right at its absolute discretion to do any act or thing in respect of the transmission of any Advertisement or part thereof (including the fading, editing, or cutting thereof), where such Advertisement or part thereof is considered by Sky to be unsuitable for transmission and Sky shall not thereby incur any liability to the Client who shall have no claim whatsoever for damages or otherwise in respect of any non-transmission of any such Advertisement or part thereof but the Client shall remain liable in full to Sky for the charges payable hereunder for such Advertisement.
- 5.8 Sky reserves the right at its absolute discretion and without incurring any liability to decline to transmit any Advertisement without giving any reason in writing for so declining but the Client shall not be liable to pay for any Advertisement which Sky so declines to transmit provided such Creative has been delivered on time as provided for in Clause 4 above.
- 5.9 All programmes are subject to suspension or cancellation or placement at the absolute discretion of Sky.
- 5.10 Sky reserves the right at its absolute discretion to restrict any repeat transmission of the same Advertisement.
- 5.11 Subject to the provisions of Clause 20 all Bookings are accepted on the understanding that they will be paid in accordance with the accounting dates as specified in Clause 20 in force on the date of transmission.
- 5.12 Sky will use reasonable endeavours to adhere to Campaign Instructions but shall not be liable for any failure to comply with those instructions. Sky also reserves the right not to transmit the Advertisement if Campaign Instructions are not received by Sky two (2) Clear Working Days before the first transmission date of the Advertisement.
- 5.13 The Client shall deliver the Creative digitally in the 16:9 full height widescreen anormorphic format (or any other format agreed between the parties from time to time), and its script, consignment notes and Campaign Instructions (as applicable) to Sky well in advance of the first transmission date of the Advertisement (but in no event later than the timeframes specified in Clause 4.1).
- 5.14 Sky reserves the right at its absolute discretion to refuse Advertisements advertising more than one product.
- 5.15 No protection is given by Sky to the Client against the proximity of transmission of Advertisements featuring competitive products.
- 5.16 Sky shall not be held responsible for any addition to, changes in or deletions from any Creative required by Ofcom or delays resulting therefrom.
- 5.17 Sky reserves the right to refuse Creative that does not comply with Standard Timelengths requirements.
- 5.18 Sky reserves the right at its absolute discretion not to accept any Booking or any Creative, including but not limited to competitive channel advertisements that contain date, day or time specific or appointment to view references in either a verbal or visual context.

6. NON-STANDARD TIMELENGTHS

- 6.1 Advertisements which are not Standard Timelengths (“**Non-Standard Timelengths**”) will only be accepted by Sky at Sky’s sole discretion and only if they can be transmitted within the same break as the other Advertisements for the same Client and the total length bought is a Standard Timelength. Rates for Standard Timelengths and Non-Standard Timelengths are set out on the Sky Media website (www.skymedia.co.uk) (and are subject to change at the sole discretion of Sky).
- 6.2 If in Sky’s opinion Creative contains advertising for more than one product as a consequence of editing two (2) or more advertisements for the purpose of taking advantage of reduced rates for Airtime of a greater timelength, Sky reserves the right, at its absolute discretion, to charge such Airtime at a rate equivalent to that which Sky would have charged had the Creative for each product been submitted to it separately.

7. DATE OF TRANSMISSION

- 7.1 For the avoidance of doubt, adherence to the times and/or dates of transmission of a Booking will be at the absolute discretion of Sky.
- 7.2 Without prejudice to Clause 7.1 above, if Sky offers an alternative time and/or date of transmission to the Client and such Client does not accept such alternative:
- 7.2.1 the original Booking shall be cancelled;
- 7.2.2 the Client shall have no claim against Sky for any expenses or damage whatsoever incurred as a result of non-transmission; and
- 7.2.3 Sky shall not charge the Client for such Booking save for any agreed amounts which Sky has incurred in connection with the Booking.

For the avoidance of doubt, this Clause 7.2 shall only apply where a material part of the Booking has been affected and it shall not apply where individual slots are affected.

- 7.3 Without prejudice to Clause 16, Sky shall incur no liability for any failure to transmit all or any part of any Advertisement transmitted or for any failure to adhere to advertisement Campaign Instructions, except that if a total failure to transmit shall be due to the fault of Sky the Advertisement shall not be charged for.

8. CANCELLATION OR POSTPONEMENT

- 8.1 Subject to the provisions of Clauses 13 and, 20 any Booking may be cancelled or postponed by either party provided that any such notice in writing of cancellation or postponement is received and acknowledged by Sky or the Client as the case may be not less than nine (9) weeks before the First Spot. Cancellation or postponement requests by the Client for campaigns within nine (9) weeks before the First Spot shall be considered by Sky and may be accepted at Sky’s absolute discretion subject to the following cancellation charges that apply to the entire campaign:

Over six (6) weeks before First Spot: 20% of the value of Booking at the time of cancellation

Twenty-nine (29) to forty-two (42) days before First Spot: 35% of the value of Booking at the time of cancellation

Fifteen (15) to twenty-eight (28) days before First Spot: 50% of the value of Booking at the time of cancellation

Within fourteen (14) days before First Spot: 100% of the value of Booking at the time of cancellation

Unless a Booking is cancelled in accordance with this Clause 8, a Client who fails to deliver any Creative in accordance with Clause 4 will remain liable to pay for the Advertisement in full

whether or not the Advertisement is transmitted. Sky reserves the right to retain all expenditure for any postponed campaign and to rebook the Airtime during a mutually agreed period.

- 8.2 Any request by a Client for the postponement of a campaign for which such Client has pre-paid must be made to Sky in writing. Any acceptance of such a request shall be at Sky's sole discretion. Any such postponed campaign must be recommitted at the time of postponement to a time as soon thereafter as reasonably possible and in any event not more than six (6) calendar months after the First Spot of the campaign being postponed. Any postponed campaign not recommitted within six (6) calendar months of the first intended transmission date shall be subject to Sky's cancellation charges of 100 percent that apply to the entire campaign.

9. PRICING

- 9.1 Sky's prices will be as agreed from time to time between Sky and the Client. The Client agrees that where an approval in relation to the transmission of Airtime is not received by Sky from the Client in writing prior to the AB Deadline, Sky reserves the right not to make such transmission. Where Sky agrees to transmit the Airtime, any price previously agreed may, at the absolute discretion of Sky, no longer apply and be subject to market rate amendments. Transmissions of an Advertisement which is a longer duration than thirty (30) seconds will be charged pro rata to the rate charged in respect of a thirty (30) second Advertisement. Shorter length Advertisements of either ten (10) seconds or twenty (20) seconds will be charged 50 percent and 85 percent, respectively, of the thirty (30) second rate. Rates for Advertisements with a time length of under thirty (30) seconds will be subject to negotiation and availability.
- 9.2 The Client acknowledges and agrees that:
- 9.2.1 prices agreed prior to transmission are estimates based on Sky's estimate of Gross Expenditure revenue and the number of Impacts over a specified period and as a result, Sky's prices will vary depending on Sky's actual Gross Expenditure revenue and Impacts over that specified period;
- 9.2.2 Sky reserves the right to adjust its prices at any time during the Campaign Period in order to reflect its revised estimate of Sky's likely Gross Expenditure revenue and/or Impacts; and
- 9.2.3 Sky gives no guarantee as to the level of its Gross Expenditure revenue and/or Impacts.
- 9.3 Trading Balance: If the TVRs actually delivered for a campaign are less than those estimated to be delivered and paid for by a Client, this will give rise to an airtime debt equal to the value of the difference between such estimated and actual delivery (a "**Trading Debt**"). If the TVRs actually delivered for a campaign are more than those estimated to be delivered and paid for by a Client, this will give rise to an airtime credit equal to the value of the difference between such estimated and actual delivery ("**Trading Credit**"). The level of Trading Debt or Trading Credit is the "**Trading Balance**". In respect of such Trading Balance, the parties shall discuss in good faith how to reconcile the Trading Balance on a quarterly basis unless otherwise agreement in writing between the parties. The parties acknowledge and agree that (except as set out in Clause 9.4 below) in no event shall any Trading Credit or Trading Debt have any cash value or entitle either party to any cash payment from the other party.
- 9.4 Where the Client is insolvent or any of the other insolvency-related elements set out in Clause 18.2.3 apply, then Sky shall be entitled to require cash payment from the Client in relation to any Trading Credit.
- 9.5 Client Moves: In circumstances where an Advertiser moves any or all of its business from one Agency (the "**Existing Agency**") to another Agency (the "**New Agency**") it is the responsibility of the Existing Agency to notify Sky in writing prior to such move and to indicate in such notice whether it wishes any Trading Balance applicable to such Advertiser to be transferred to the New Agency. The Existing Agency agrees that any such transfer is subject to the prior written consent of Sky and Sky being satisfied that the New Agency has agreed to such transfer. It is the responsibility of the Existing Agency to obtain the New Agency's written agreement (to the benefit of Sky) and the Existing Agency shall indemnify Sky and keep Sky indemnified both

during and after the Campaign Period against all loss or other damages arising out of or in connection with any claim or dispute relating to any such transfer or purported transfer of such Trading Balance.

10. SCREEN FORMAT DISCLAIMER

- 10.1 Sky will use reasonable endeavours to ensure that Advertisements are transmitted in the screen format and/or resolution that is delivered by the Client, but it is understood and accepted by the Client that for technical reasons Sky cannot guarantee to do so and the Client will remain liable for all charges hereunder notwithstanding if for any reason including technical error, breakdown or Force Majeure the Advertisements are not transmitted in the intended format.
- 10.2 Sky makes no guarantee that a channel logo or identifier, or any interactive trigger, will not obscure text in an Advertisement, where that text is placed at the top of the screen.

11. TERMS OF PAYMENT

- 11.1 Accounts payable by a Client shall be paid not later than the twenty fifth day of the month following the month of transmission. Payment shall be made by the Client to Sky by BACS, CHAPS or cheque and must be received by Sky either as cleared funds or in the form of a cheque by the twenty fifth day of the appropriate month. If Sky receives notification that a cheque from a Client has failed to clear, all future payments by that Client shall be made by BACS or CHAPS. In months where the twenty fifth falls on a Sunday or a Bank Holiday, the last Working Day before the twenty fifth shall be regarded as the due date by which the payment must be received by Sky.

In the event of a Client not paying an account by the due date, Sky reserves the right without prejudice to all its other rights:

- 11.1.1 not to accept further bookings from the Client; and/or
- 11.1.2 to treat any amount due to Sky as a simple debt recoverable forthwith; and/or
- 11.1.3 to charge interest on all monies outstanding beyond the date for payment at a rate of two percent (or the highest rate permitted by law, if less) over the Barclays Bank plc base rate from time to time in force per month.
- 11.2 The existence of a query in any individual item in an account will only affect the due date of payment of that individual item. The Client must inform both the Sales and Credit Control Department of Sky in writing of any query within seven (7) Working Days from receipt of the invoice. Any such query must note the invoice to which it refers together with full details of and justification for the query. No spots may be brought into dispute by the Client after this time. In the event of a query being resolved in favour of Sky, the item in query will be subject to the full rate of interest as specified in Clause 11.1.3 above, subject only to Sky having dealt with the query within a reasonable time.
- 11.3 All payment accounts for advertising Airtime placed shall be made in full and it shall not be open to the Client to make any deduction retention or to claim any rights of set off or to make any counterclaim in any proceedings brought by Sky in respect thereof.
- 11.4 All amounts payable will be rounded up to the nearest pound.
- 11.5 All Bookings are accepted on the understanding that they will be paid for at the rates agreed and in accordance with this Clause 11.
- 11.6 Notwithstanding Clause 11.5 above, if Sky acting in good faith considers that the financial position of the Client does not justify accepting Bookings on the terms of payment set out herein, Sky may, with immediate effect, require such Client to make full payment on account or full payment in advance of each monthly Booking as a Clause of acceptance of Bookings.
- 11.7 The parties acknowledge that early payment discounts may be agreed between the Client

and Sky on a case-by-case basis and the Client confirms to Sky that it will comply with any disclosure obligations it has to the Advertiser in respect of any such early payment discounts.

- 11.8 The parties acknowledge that Sky may make deal incentive payments to the Client in the form of volume rebates for over-delivery of Broadcast Share commitments by the Client, and the Client confirms to Sky that it will comply with any disclosure obligations it has to the Advertiser in respect of any such deal incentive payments.

12. CALCULATION OF CLIENT COMMITMENTS

- 12.1 Gross Expenditure: The Client undertakes to Sky to procure that the amount of Gross Expenditure committed under the Agreement with Sky during the Campaign Period (or such other period specified in the Deal Agreement) is not less than either:

12.1.1 the Broadcast Share if it is set out in the Deal Agreement; or

12.1.2 the Client Commitment if it is set out in the Deal Agreement; or

12.1.3 the Volume specified in the Deal Agreement. In the case of any estimated minimum volume (as opposed to Volume) stated in the Deal Agreement, the Client acknowledges that Sky expects to receive not less than this amount of Gross Expenditure under the Agreement.

- 12.2 Under-Delivery: In the event that the Client fails to comply with its obligations in Clause 12.1. Sky reserves its right to demand that the Client pays to Sky the Under Delivery Compensation (as defined in Clause 13.4) for the services rendered by Sky to the Client during the Campaign Period.

- 12.3 Calculation of Gross Expenditure: For the purposes of determining whether or not the Client has complied with its obligation in Clause 12.1:

12.3.1 Gross Expenditure with Sky (including Prepayments and postponements) under the Agreement will only be considered to have been spent with Sky when the relevant advertising has been transmitted during the Campaign Period;

12.3.2 the Client acknowledges and agrees that if Sky reasonably declines any Gross Expenditure, such Gross Expenditure is still subject to the Broadcast Share obligations in this Deal Agreement;

12.3.3 the amount of Gross Expenditure with third party broadcasters will include Gross Expenditure by or on behalf of the Advertiser and all of its Affiliates with all third party broadcasters from time to time and, for the avoidance of doubt, includes the Gross Expenditure during the Campaign Period of (a) all of the Client's and its Affiliates' clients; (b) all of such Clients' and Affiliates' clients brands, products and services; and (c) any new Clients;

12.3.4 for the avoidance of doubt no Gross Expenditure with third party broadcasters shall be excluded from the calculation of Broadcast Revenue and/or Broadcast Share without the prior written Agreement of Sky.

13. AUDITING

- 13.1 Sky shall have the right to audit the Client's records (including any records of an associated barter agency) and Client's systems (including without limitation DDS, Media Explorer or similar system) at its own cost at any time on reasonable prior written notice if Sky reasonably believes that the Client has breached, or may breach, this Agreement, in order to ensure the Terms and Conditions of the Agreement have been complied with and in particular that payments are being made in accordance with the Agreement.

- 13.2 The auditors are to be permitted access to any information and make such enquiries as they consider relevant to the performance of their duties (including without limitation to both the finance and media buying departments of the relevant entity). Sky shall be entitled to receive

details of all audited Gross Expenditures to establish that they fall within the terms of the Agreement. For the avoidance of doubt this will include all information on the underlying Gross Expenditure, whether the Deal Agreement has under-delivered or over-delivered, and include individual Client Gross Expenditure. The auditors will provide letters of confidentiality where requested.

- 13.3 If any such audit reveals that the Client has under-delivered to Sky any sums properly due, then the Advertiser or Client shall pay to Sky forthwith the cost of the audit, together with the amount of the shortfall and interest thereon accruing daily at a monthly rate of two percent over the Barclays Bank plc base rate from time to time in force from the date when the sums were due until the date of actual payment. The auditors' evaluation of the cost shall be final and binding on both parties.
- 13.4 Under Delivery Compensation: If any audited Broadcast Share, Volume or Client Commitment in the Agreement is not met by a Client, then Sky, at its sole discretion, shall be entitled to recover the full amount of Under Delivery from the Client ("**Under Delivery Compensation**").
- 13.5 Compensation Options: At its sole option Sky may agree with the Client to take Under Delivery Compensation in one or a combination of the following ways:
- 13.5.1 withdrawal of rebate or discount given;
 - 13.5.2 offset against any commitment under-delivered by Sky;
 - 13.5.3 re-invoice Airtime billings under the Agreement with a revised pricing mechanism;
 - 13.5.4 future enhanced Broadcast Share;
 - 13.5.5 carry forward of the Gross Expenditure value of the Under Delivery as an incremental Gross Expenditure commitment in the following year(s).
- 13.6 Compensation Timescales: Sky will agree a timescale and formally identify to the Client a deadline by which Under Delivery Compensation must be agreed. If the options under Clause 13.5 are not negotiated and agreed in writing within ninety (90) days of the filing of the Auditors report, Under Delivery Compensation under Clause 13.4 will become due.
- 13.7 Where an Agency contracts with Sky, that Agency shall obtain all relevant consents (as required) from all Advertisers in respect of whom Bookings are made by that Agency, to ensure that Sky has access to all relevant details about and records of any such Advertiser for the purposes of an audit carried out in accordance with this Clause 13. At Sky's reasonable request, the Agency will provide written confirmation to Sky that such consents have been obtained together with any supporting evidence reasonably required by Sky.

14. LICENCE AND INTELLECTUAL PROPERTY RIGHTS

- 14.1 Without prejudice to any rights Sky may have under law, the Client hereby grants to Sky a worldwide, non-exclusive, royalty-free licence to reproduce and display the Creative (including all contents, trade marks and brand features contained therein) across any and all of the Sky Platforms. The Client acknowledges that it will ensure such Creative is cleared for transmission and/ or access by viewers across all Sky Platforms in the manner permitted by Sky from time to time
- 14.2 The Client grants to Sky the express right to:
- 14.2.1 reproduce throughout the world screen shots of all or part of the Creative supplied by the Client to Sky on or in any promotional or advertising material or campaign promoting or advertising Sky Platforms; and
 - 14.2.2 include the Creative within a channel (or programme) which is received by a viewer by VOD means, or by means of an onward simultaneous streams.
- 14.3 Where the Client produces the Creative, all Intellectual Property Rights in such material

provided by the Client and the Client's trade marks (excluding Sky's and/or the Broadcaster's trade marks and other intellectual property) shall remain the property of the Client.

- 14.4 Where Sky creates the material for the Creative, all legal and beneficial interest in any Intellectual Property Rights relating to the materials, video, audio, graphics, text, data or software provided by or on behalf of Sky for the purposes of the Agreement (however excluding the Client's trade marks) and all templates, formats, documents, drawings and all other items produced, developed, utilised or supported by or on behalf of Sky remain the property of Sky and/or its Affiliates or licensors (as appropriate). Where Sky pays a third party to develop any Creative, it shall be deemed to be supplied by or on behalf of Sky for the purposes of the Agreement unless otherwise agreed in writing. To the extent that any legal or beneficial interest in Intellectual Property Rights relating to the subject matter referred to in this Clause 14 should for any reason vest in the Client, the Client hereby assigns (including by way of present assignment of future copyright, where applicable) such interest to Sky. The Client shall not use the Creative provided under this Clause 14 after the end of the Term without Sky's prior written approval.
- 14.5 Where the Client is an Agency, the Agency undertakes warrants and represents that it has the authority to grant the above licences from the Advertiser to Sky in accordance with the provisions of this Clause 14.

15. REPRESENTATIONS AND WARRANTIES

- 15.1 Where the Client is an Agency, the Agency warrants that:
- 15.1.1 it contracts with Sky as principal and undertakes to perform all obligations of the Client under the Agreement, notwithstanding that it may be acting as an advertising agency or media buyer or in some other representative capacity;
 - 15.1.2 without prejudice to Clause 15.1.1, it is authorised to represent and bind the Advertiser(s) named in the Booking;
 - 15.1.3 the Advertiser(s) have been provided with and approved a copy of the Agreement;
 - 15.1.4 it shall be responsible for the payment of accounts, unless other arrangements are agreed in writing.
 - 15.1.5 without prejudice to the indemnities required under the Agreement, it undertakes to indemnify Sky against any claims, liabilities, losses, damages, fees and expenses of any kind (including legal fees and costs) suffered or incurred by Sky as a result of:
 - (A) a breach of any of the warranties contained in Clauses 14.5, 15.1.1, 15.1.2, 15.1.3, 15.1.4 and 15.2; and
 - (B) any claim or action made against Sky by the Advertiser and/or any of the Advertiser's Affiliates in relation to any matter under this Agreement; and
- 15.2 The parties acknowledge that agency commission may be payable under the Agreement and the Agency warrants that it shall comply with any disclosure obligations to the Advertiser in respect of Agency commission under the Agreement.
- 15.3 Without prejudice to Clause 15.1, where the Client is an Agency, the Agency and the Advertiser are jointly and severally liable for any breach of a Client's obligation under the Agreement.
- 15.4 The Client warrants and represent to Sky for the duration of the Campaign Period that:
- 15.4.1 it will be responsible for obtaining and paying for all necessary licenses and consents for the transmission of the Creative across all Sky Platforms in the manner described herein;
 - 15.4.2 it holds all necessary rights to permit the use, reproduction, display, transmission and

distribution of the Creative in the manner specified in these Terms and Conditions and can grant to Sky such rights (which, for the avoidance of doubt, in the event that any Creative contains a sound recording (the “**Recording**”), which shall include but not be limited to all consents and permissions from (i) the copyright owners of the musical and/or literary composition(s) reproduced on the Recording; and (ii) labour organisations including the Musicians’ Union for which the Client shall pay all re use payments, royalties and other sums required for such consents and permissions);

15.4.3 where the Client has provided the material for the Creative it has obtained all intellectual property rights and other third party rights, and all appropriate consents, clearances and licences for the Creative (including without limitation music rights and performance rights);

15.4.4 that the transmission of the Creative and access by viewers as described in these Terms and Conditions will not infringe any intellectual property right or other third party right;

15.4.5 the Creative does not contain anything which is defamatory, obscene, false or misleading;

15.4.6 all Creative complies with the provisions of the BCAP Code and Ofcom Codes (and VOD Creative complies with the provisions of the BCAP Code and Ofcom Codes as if it constituted linear advertising);

15.4.7 the Creative complies with all Relevant Laws; and

15.4.8 any Creative pursuant to the Agreement either:

(A) does not constitute a financial promotion within the meaning of the FSMA or other applicable law; or

(B) has been approved by an ‘authorised person’ within the meaning of the FSMA or is otherwise permitted under the FSMA or an exemption order thereto and the Client has expressly notified Sky in writing of this.

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

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

16. INDEMNITY

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

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

17. LIMITATION OF LIABILITY

17.1 Sky’s liability under the Agreement including without limitation any failure to provide the services specified under the Agreement or extending the term of the Campaign Period, will be limited to providing an alternative advertising or sponsorship opportunity, as soon as is reasonably practical, of a value equal to the shortfall using the relevant rates agreed between Sky and the relevant Client.

- 17.2 In no event shall Sky be liable to the Client for any direct loss of profit or indirect economic loss of any kind including (without limitation) indirect loss of profits, business, contracts, revenues, goodwill, production and anticipated savings arising from: (i) any failure to publish in a timely manner or at all any Creative in accordance with the Agreement; or (ii) any other breach by Sky of the terms of the Agreement.
- 17.3 In no event shall Sky be liable for:
- 17.3.1 any loss or damage to any design materials, video, audio or Creative supplied by/on behalf of the Client whether at Sky's premises or in transit; and
- 17.3.2 any loss or damage arising as a result of the content of any Creative, whether caused by Sky's negligence or otherwise. Unless otherwise instructed, Sky may destroy any materials supplied by the Client thirty (90) days following the end of the Campaign Period.
- 17.4 Without prejudice to the provisions of Clauses 17.1 and 17.2, subject to Clause 17.6, in the event that Sky is held liable for damages or losses suffered by the Client, the maximum liability that Sky shall have towards the Client in respect of any act or omission and any related series of acts or omissions shall be the Fee paid to Sky by the Client or on its behalf under the Agreement.
- 17.5 The Client acknowledges that Sky provides the Client with any estimated audience numbers only as a courtesy to the Client and Sky will not be held liable for any claims (whether for negligence, misrepresentation or otherwise) relating to any audience statistics however supplied.
- 17.6 Notwithstanding any other provision of the Agreement, neither party limits or excludes its liability for death or personal injury caused by its negligence or fraudulent misrepresentation.

18. TERM AND TERMINATION

- 18.1 The Agreement shall commence when the Booking has been made by the Client and the Agreement shall continue in force and effect for the duration of the Campaign Period unless terminated earlier pursuant to this Clause 18.
- 18.2 Without prejudice to its other rights and remedies, Sky shall be entitled to terminate the Agreement in whole or in part immediately at any time by giving notice in writing to the Client if:
- 18.2.1 the Client commits a material breach of the terms or conditions of this Agreement and, where such breach is capable of remedy, does not remedy such breach within seven (7) days after being served notice to do so;
- 18.2.2 the Client fails to comply with its obligations to pay the Fee in accordance with Clause 11;
- 18.2.3 the Client becomes insolvent, a person passes a resolution for either of winding up or dissolution of the Client, an administration order is made against the Client or a receiver is appointed over, or takes possession of, the assets of the Client;
- 18.2.4 the activities or conduct of the Client or activities relating to the Client's business are of such a nature that Sky reasonably considers that the continued provision of advertising and/or sponsorship services would be detrimental to the reputation of Sky and/or the programme or otherwise damaging to the Sky brand; or
- 18.2.5 the Client undergoes a change of control (for the purposes of this paragraph "change of control" shall occur where: (i) a person who is not an Affiliate of the Client gains Control of the Client; or (ii) any person obtains any form of influence over the management of the Client and Sky reasonably believes such influence would be

harmful to Sky's business or the business of any of its Affiliates),

and on termination of the Agreement by reason of any of the foregoing, Sky shall be entitled without affecting any other rights which it may have at law or otherwise, to charge, in addition to all other sums due under the Agreement, any costs associated with removing the Creative, from the relevant Sky Platforms or any broadcast or transmission on any platform.

18.3 In the event that the Agreement is terminated pursuant to any of Clause 18.2 then without prejudice to its rights and remedies:

18.3.1 Sky shall be under no obligation to transmit any Advertisement or to refund any Fee or other amounts paid by or on behalf of the Client to Sky in respect of such Advertisement;

18.3.2 the Client shall remain liable for any amount due under a Booking and such an obligation to pay shall survive the termination of the Agreement; and

18.3.3 at the request of Sky, the Client shall return all of Sky's statistics and measurement data from the campaign provided under the Agreement.

18.4 Notwithstanding Clause 18.1, the Client shall be entitled to terminate the Agreement immediately at any time by giving notice in writing to Sky if:

18.4.1 Sky is in material breach of any of its obligations hereunder and, where such breach is capable of remedy, does not remedy such breach within thirty (30) days after being served notice to do so; or

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

19. CONFIDENTIALITY

19.1 Each party undertakes to the other party, subject to Clauses 19.3 and 19.4 below, that it will treat as confidential the terms of the Agreement together with all information it obtains about the other party concerning the business, finances, revenues / prices, technology and affairs of the other party(s) generally and each parties' respective obligations hereunder or otherwise in connection with the Agreement and regardless of its nature ("**Confidential Information**"), and will not disclose such information to any person except in accordance with this Clause 19 and will not use such Confidential Information other than for the purposes of the Agreement subject always to any prior specific authorisation in writing by the relevant party from who owns the Confidential Information.

19.2 Each party will only disclose Confidential Information to those of its employees and officers who: (i) need to know it for the purpose of exercising or performing its rights and obligations under the Agreement; (ii) are informed of the confidential nature of the information divulged; and (iii) agree to act in compliance with the Agreement.

19.3 Neither party will disclose Confidential Information to any third party (other than to its employees and officers in accordance with this Clause 19), except for information that:

19.3.1 is in the public domain other than by default of the recipient party and:

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

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

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

19.3.5 is required to be disclosed by law (or applicable regulation, including the Listing Rules

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

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

19.5 The provisions of this Clause 19 shall expressly survive any termination, completion or assignment of the Agreement.

20. CHANGE TO TERMS AND CONDITIONS

20.1 Sky reserves the right to make such changes to these Terms and Conditions at its sole discretion. Unless otherwise agreed between the parties in writing, in the event of such a change, the Terms and Conditions applicable shall be those in force at the time of transmission. The Client shall (by serving written notice on Sky within one (1) week of receiving notice of such a change) be entitled to cancel any order for an Advertisement to which the change of Terms and Conditions would otherwise be applicable.

21. ANTI-FINANCIAL CRIME

21.1 The Client represents and warrants that it shall not and that none of its subsidiaries, shareholders, directors, officers, employees, contractors, sub-contractors, agents or other representatives shall breach or cause Sky to breach any anti-financial crime laws to which either party is subject to including but not limited to the UK Bribery Act 2010, U.S. Foreign Corrupt Practices Act 1977, Proceeds of Crime Act 2002, Criminal Finances Act 2017, any sanctions or export controls regime enforced by the United Kingdom, European Union or United States, financial crime offences under the Italian 231 Decree or German Penal Code, and all updates, amendments and/or implementing measures thereto (together, the “**Anti-Financial Crime Laws**”). Without prejudice to Clause 18 (Term and Termination), if the Client breaches this Clause 21 or continued performance of the Agreement will cause a breach of any Anti-Financial Crime Laws then:

21.1.1 the Client shall fully cooperate with Sky in investigating and if possible, remedying the breach;

21.1.2 Sky may terminate the Agreement immediately on written notice to the Client without liability to the Client; and

21.1.3 the Client shall fully indemnify Sky against all liabilities suffered or incurred by it arising out of or in connection with a breach of this Clause 21.

22. ANTI-PIRACY

22.1 The Client shall at all times maintain technical measures and safeguards to ensure a level of security appropriate to prevent the placement of any advertising or sponsorship on Pirate Sites. In the event that advertising or sponsorship placed by the Client appears on Pirate Sites or sites which are reasonably suspected to be Pirate Sites, Client shall take all reasonable steps to:

22.1.1 notify Sky of the placement of such advertising or sponsorship;

22.1.2 procure its immediate removal;

22.1.3 investigate the cause; and

22.1.4 prevent any recurrence.

23. ENVIRONMENT

23.1 The Client acknowledges and understands the following:

23.1.1 Sky's target of going net zero carbon by 2030;

23.1.2 the Sky Environmental Policy; and

23.1.3 the UK Government's commitment to bring greenhouse gas emissions to net zero by 2050 pursuant to the Climate Change Act 2008 (2050 Amendment) Order 2019,

accordingly, the Client agrees to work with Sky as reasonably requested (such as providing reports on its greenhouse gas emissions) in order to help Sky meet its net zero target.

24. GENERAL

24.1 Insurance

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

24.2 Assignment

24.2.1 Except as set out in Clause 24.2.2, neither party may assign, resell or transfer any of its rights or obligations under the Agreement without the prior written consent of the other party.

24.2.2 Sky shall be entitled to assign, transfer, charge or otherwise dispose of its rights and obligations in the Agreement to any of its Affiliates without the prior written consent of the Client. Sky shall be entitled to sub-contract any of its obligations under the Agreement to any other party, provided that Sky remains primarily liable for such obligations.

24.3 Entire Agreement

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

24.4 Force Majeure

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

24.5 Terms and Conditions and Waiver

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

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

24.6 Survive Termination

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

following the termination for any reason or expiry of the Agreement.

24.7 Severability

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

24.8 Third Party Exclusions

Save where indicated otherwise (including Clause 15), the Agreement does not create or infer any third-party rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise at law enforceable by any person who is not a party to the Agreement.

24.9 Governing Law

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