



STANDARD TERMS FOR ALL SUPPLIERS CONTRACTED BY CSM SPORT AND ENTERTAINMENT LLP AND ITS GROUP COMPANIES

The supply of all goods and/or services (which shall include all materials and deliverables) to CSM Sport and Entertainment LLP (“CSM”) by the Supplier on a non-exclusive basis is subject to these Standard Terms.

CSM operates as a group of individual businesses transacting separate lines of business. The particular group business through which CSM acts as a party to the Agreement is identified on a relevant Booking Form, Purchase Order or Supplier Letter of Engagement (any of these, together with these Standard Terms being the “Agreement”). The rights and obligations of CSM 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 Letter of Engagement, 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:

- a) on the official CSM Booking Form;
- b) in certain circumstances, a CSM Purchase Order, which contains a link to these Standard Terms; or
- c) in a Letter of Engagement (“LOE”) which contains an authorised contract number.

Both the Supplier and CSM will be required to sign the CSM Booking Form or the LOE as applicable and in so doing, the Supplier automatically accepts these Standard Terms.

1 INTELLECTUAL PROPERTY RIGHTS, TITLE AND RISK

- 1.1 Intellectual Property Rights 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 (“IPR”).
- 1.2 The IPR together with all image and moral rights in all materials and deliverables as specified in the Purchase Order, Booking Form or LOE, including artwork, photography, footage (in all forms of media), copy and other work produced as a result of the Agreement shall be assigned to CSM on creation.
- 1.3 The Supplier will indemnify CSM against any claim made against CSM 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 Services.
- 1.4 Where physical goods are being supplied, risk shall pass to CSM only when an authorised representative of CSM has signed to accept delivery of such goods.

2 FINANCIAL

- 2.1 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 CSM of the funds from the relevant client on whose behalf CSM is purchasing the Supplier’s Services (“Underlying Client”) (subject always to the receipt of the Supplier’s valid VAT invoice).
- 2.2 The Supplier shall disclose to CSM any cash, volume or similar discount available to the Supplier in the provision of the Services and CSM shall have the right to benefit from any such cash, volume or similar discount (as may be applicable). Further, the Supplier shall not mark up any costs included as part of the Charges in the provision of its Services.
- 2.3 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 CSM.
- 2.4 CSM may without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier under the Agreement against any amounts payable by it to the Supplier under the Agreement.
- 2.5 CSM may withhold payment of the Charges if the Supplier is in breach of any of the terms of this Agreement, including any deadlines or KPIs.
- 2.6 In the event that CSM, acting reasonably and in good faith at all times, disputes an invoice, in whole or in part, CSM shall notify the Supplier of the dispute and the parties will make good faith efforts to resolve any such dispute in accordance with clause 13.15 of this Agreement. For the avoidance of doubt, CSM shall be entitled to withhold payment of any part of a disputed invoice until the dispute has been resolved.

3 TIME FOR PERFORMANCE

- 3.1 Time is of the essence in the performance of the Agreement by the Supplier. CSM has the right to sue for damages and loss if the Supplier fails to meet the agreed timeframes set out in the Agreement.



- 3.2 The Supplier shall immediately notify CSM if it considers it's reasonably unlikely that it will be able to meet the agreed timeframes.
- 3.3 In the event of failure by the Supplier to deliver the goods and/or perform the services in compliance with the terms of this Agreement (including by failing to provide any goods and/or services by the applicable timeframes set out in the Booking Form, Purchase Order or Supplier LOE), or in the event CSM reasonably considers the Supplier is likely to so fail, CSM shall, without limiting its other rights or remedies, be entitled to exercise one or more of the following rights:
- 3.3.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - 3.3.2 to require the Supplier to immediately deliver to CSM all goods or services whether or not complete at such point in time;
 - 3.3.3 to refuse to accept any subsequent delivery of the goods and/or performance of the Services which the Supplier attempts to make;
 - 3.3.4 either itself or through engaging a third party, to take such steps as CSM considers necessary to ensure the performance of that part of the services or the Supplier's other obligations under the Agreement which the Supplier is unable to perform and to recover from the Supplier any costs incurred by CSM in obtaining substitute goods and/or services, including from a third party;
 - 3.3.5 to require the repayment of the whole or any part of the Charges paid (including any form of deposit) for any goods and/or Services not actually delivered in compliance with the terms of this Agreement, which shall be recoverable as a debt from the Supplier; and/or
 - 3.3.6 to claim damages for any additional costs, loss or expenses incurred by CSM which are in any way attributable to the Supplier's failure.

4 TERMINATION

- 4.1 CSM may terminate the Agreement immediately:
- 4.1.1 if the Supplier is in breach of the Agreement or these Standard Terms and has failed (in the case of a breach capable of being remedied) to remedy the breach within five (5) business days (being any day which is not a weekend or public holiday in England and Wales) of a written request to do so; and/or
 - 4.1.2 if (i) CSM's agreement with an Underlying Client terminates; or (ii) changes required by CSM's Underlying Client materially change the scope of CSM's services to the Underlying Client, such that the Supplier's services are no longer required.
- 4.2 CSM may terminate the Agreement on written notice of ten (10) business days if the Supplier:
- 4.2.1 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;
 - 4.2.2 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
 - 4.2.3 is subject to a Change of Control (as defined in clause 4.8 below) to a competitor of CSM, as determined by CSM in its sole discretion, acting reasonably.
- 4.3 CSM may terminate the Agreement at any time, with or without cause, upon giving the Supplier thirty (30) days' written notice. In the event of such termination, the Supplier will be entitled to payment as detailed in clause 4.9.
- 4.4 CSM 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 4.9 (unless such suspension is due to the Supplier's default). Supplier shall recommence performing its obligations pursuant to this Agreement immediately upon CSM providing written notice of the same to the Supplier.
- 4.5 The termination of the Agreement for any reason shall not affect those provisions expressly or implicitly having effect after termination.
- 4.6 If in CSM's reasonable opinion, the Supplier, or any controlled or controlling person of the Supplier, acts or omits to act in a way which does or may bring CSM or an Underlying Client into disrepute or would adversely impact on CSM's or an Underlying Client's good name, reputation or public image, including causing or permitting anything which is offensive, immoral or illegal, CSM shall have the right to terminate this Agreement.



- 4.7 The rights to terminate the Agreement set out in this clause 4 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.
- 4.8 On termination of this Agreement by CSM howsoever arising, the parties agree that the provisions of clause 3.3 shall apply.
- 4.9 Except for Supplier's breach in accordance with clause 4.1.1, CSM shall pay the Supplier all costs for Services actually delivered in compliance with the terms of this Agreement and to the satisfaction of CSM up to the point of suspension or termination but shall not be liable to the Supplier for any further costs, losses or damages under any circumstances.
- 4.10 For the purposes of this Agreement, "**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.

5 PROVISION OF SERVICES AND INSURANCE

- 5.1 The Supplier warrants that it will:
- 5.1.1 provide the goods and/or services with the relevant industry standard of skill and care and commensurate with a skilled and experienced supplier of the same goods and/or services;
 - 5.1.2 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;
 - 5.1.3 ensure that the Services conform in all respects and at all times with any specification and/or description for the Services agreed by the parties and comply with all applicable legislation;
 - 5.1.4 ensure that the product(s) of the Services are of satisfactory quality;
 - 5.1.5 co-operate with CSM in all matters relating to the Services and comply with all requests and instructions from time to time from CSM;
 - 5.1.6 make its representatives available to CSM at mutually acceptable times and locations to keep CSM fully informed of the progress of the Services being provided and provide CSM with regular status updates as may be reasonably requested by CSM; and
 - 5.1.7 meet any agreed performance dates and provide the Services in accordance with any agreed KPIs.
- 5.2 The Supplier acknowledges and agrees that all rights in and to any IPR of CSMs 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 CSMs Underlying Clients as expressly provided pursuant to this Agreement).
- 5.3 Any use of the Underlying Client's IPR by the Supplier shall be subject to CSM's prior written approval and in accordance with CSM's instructions and any other directions or restriction on their use as communicated to Supplier from time to time.
- 5.4 To the extent that the Supplier has been granted permission to use the Underlying Client's IPR in accordance with clause 5.3, Supplier shall only be permitted to use the Underlying Client's IPR in connection with the Services provided pursuant to this Agreement and for the Term.
- 5.5 In the event that CSM 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 during the Term, the Supplier shall with CSM's approval, without delay and at its own cost, rectify such discrepancy, error or deficiency or re-perform such Services.
- 5.6 If required to attend a CSM (or its Underlying Client's) site, the Supplier and its staff and representatives and all those acting under its authority shall comply with all site requirements as notified to the Supplier.
- 5.7 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 CSM given the nature of the supply of the goods and/or services provided by the Supplier, and to such a level acceptable by CSM to cover the Supplier's legal liabilities under this Agreement.
- 5.8 Supplier must supply valid certificates of insurance to CSM and / or its Underlying Client upon reasonable request, and, in any event, prior to work commencing.
- 5.9 CSM 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 CSM's reasonable opinion it deems the Supplier's insurance to be inadequate.
- 5.10 The Supplier remains responsible at all times for its personnel and for any persons appointed by it or associated with it to provide the goods and/or services and shall ensure that its personnel have all the necessary permits, licences, skills and experience to provide



the Services. For the purposes of these standard terms a person appointed by or associated with the Supplier includes any sub-contractor of the Supplier which must have been approved in advance in writing by CSM (or, if CSM's Underlying Client assumes the contract under clauses 13.10 or 13.11, the Underlying Client).

6 PROHIBITED PUBLICITY ACTIVITIES

- 6.1 Protected Marks means any trademarks, trade names, logos, designs or similar graphics which may be advised to the Supplier by CSM as being protected and/or any name or logo of CSM (or its Underlying Client).
- 6.2 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 goods and/or services or for personal use without the prior written permission of CSM;
 - (e) represent, directly or indirectly, that any product or service provided has been endorsed or approved by CSM (or its Underlying Client) or the event or activity for which the goods and/or service is being provided;
 - (f) use in advertising, publicity or any other communication, whether written, electronic or any other means, CSM'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 goods and/or services to CSM (or its Underlying Client).

7 LIABILITIES

- 7.1 Nothing in the 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.
- 7.2 CSM's rights and remedies under this Agreement are in addition to its rights and remedies implied by statute and common law.
- 7.3 The Supplier will indemnify CSM 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 CSM resulting from a breach by the Supplier of any of its contractual obligations arising under the Agreement and/or for the acts or omissions of Supplier's employees, subcontractors, agents or representatives in relation to the Services or otherwise.
- 7.4 CSM 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 (v) loss of, damage to, or corruption of data.
- 7.5 CSM shall not be responsible for any guests attending an event to which the Services relate, and CSM 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 CSM's negligence.
- 7.6 Except as stated in clause 7.1, the aggregate liability of CSM to the Supplier with respect to all claims under or in connection with the Agreement shall be limited to damages not exceeding the total amount of fees and costs paid or payable by CSM to the Supplier under the Agreement in the twelve (12) months immediately prior to the date of any claim or series of connected claims.

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 (as defined in clause 8.4) except as permitted by Clause 8.2 and Clause 8.5.
- 8.2 Each party may disclose the other party's Confidential Information:
- 8.2.1 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



8.2.2 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 For the purposes of this Agreement, "**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.

8.5 Upon request by the Underlying Client, CSM may disclose (a) the commercial terms of this Agreement; and/or (b) a signed copy of this Agreement, to an Underlying Client.

9 FORCE MAJEURE

9.1 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:

9.1.1 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;

9.1.2 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;

9.1.3 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

9.1.4 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 CSM's obligation to pay amounts pursuant to clause **Error! Reference source not found.** during any period the Supplier is prevented from providing the goods and/or services unless and until actual provision of the goods and/or services).

9.2 "**Force Majeure**" shall be any act, event, omission, cause or circumstance not within the reasonable control of the party in question, including without limitation (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; (v) epidemic or pandemic. Notwithstanding the preceding, none of the following shall constitute an event of Force Majeure:

9.2.1 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;

9.2.2 inability of the Supplier to obtain equipment, materials or personnel required to deliver obligations hereunder; and/or

9.2.3 strike, lockout or other industrial disturbances involving the Supplier's workforce or its agents or sub-contractors.

9.3 If any event or circumstances prevent the Supplier from performing its obligations under the Agreement for a continuous period of more than fifteen (15) business days or in the event CSM reasonably considers the Supplier is likely to be so prevented due to an event of Force Majeure, CSM may terminate the Agreement immediately by giving written notice to the Supplier. Where CSM terminates this agreement pursuant to this clause 9.3, clause 4.8 shall apply and CSM shall, without limiting its other rights or remedies, be entitled to exercise one or more of the following rights:

9.3.1 to require the Supplier to immediately deliver to CSM all Services whether or not complete at such point in time; and/or

9.3.2 to require the repayment of the whole or any part of the price paid (including any form of deposit) for any Services not actually delivered in compliance with the terms of this Agreement, which shall be recoverable as a debt from the Supplier.

9.4 Without prejudice to the generality of the foregoing (including without limitation clause 4.1.2), if the event or events (as applicable) for which CSM is purchasing the Supplier's Services is cancelled on account of any event of Force Majeure and such events are not



rescheduled the same shall not be a breach of this Agreement and no amounts shall be payable by CSM in respect of the Services not actually provided by the Supplier hereunder. Where such an event is rescheduled the Supplier, CSM shall have the option to:

- 9.4.1 terminate the Agreement in accordance with clause 9.3; or
- 9.4.2 require the Supplier, at no added cost to CSM, deliver the Services to the location on the dates notified to it by CSM.

10 COMPLIANCE WITH REGULATORY REQUIREMENTS

- 10.1 The Supplier shall comply, and shall procure that its associates comply with:
 - 10.1.1 the UK Bribery Act 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;
 - 10.1.2 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;
 - 10.1.3 the Data Protection Act 2018 and all other applicable laws, regulations, codes and sanctions relating to data protection and information security, and, where applicable, the provisions of Appendix;
 - 10.1.4 any health and safety requirements and regulations, including the Health and Safety at Work Act 1974 and any relevant documents as requested by CSM; and
 - 10.1.5 the Modern Slavery Act 2015 and all other applicable laws, regulations, codes and sanctions relating to anti-slavery and human trafficking,(the “**Relevant Requirements**”).
- 10.2 The Supplier shall have in place adequate procedures designed to prevent its associates 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 CSM may reasonably request.
- 10.3 The Supplier shall indemnify CSM against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, CSM as a result of any breach of this clause 10 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.
- 10.4 For the purposes of this clause 10, a person associated with a party includes any directors, employees, agents, representatives, contractors or permitted subcontractor of that party or otherwise any other participant in that party's supply chain.
- 10.5 The Supplier shall maintain a complete set of records to trace the supply chain of the whole of the Services provided to CSM in accordance with this Agreement.
- 10.6 CSM may terminate this Agreement by written notice with immediate effect in the event that the Supplier breaches, or is investigated for a breach of, any of the provisions of this clause 10.

11 SUPPLIER WARRANTIES

- 11.1 The Supplier warrants that:
 - 11.1.1 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 CSM;
 - 11.1.2 it is not, nor any beneficial owners, director or any other person who has powers of representation, decision or control over the Supplier is not 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;
 - 11.1.3 it has disclosed to CSM any recent judgments and pending claims of a material nature, or which are likely to adversely affect its or CSM's good name, reputation, or public image; and
 - 11.1.4 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.
- 11.2 Breach of any of the warranties in this clause shall entitle CSM to terminate the Agreement by written notice with immediate effect.

12 TUPE



- 12.1 The parties do not intend for any Supplier personnel to transfer pursuant to Transfer of Undertakings (Protection of Employment) Regulations 2006 (“**TUPE Regulations**”) from the employment of Supplier into the employment of CSM 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.
- 12.2 Notwithstanding clause 12.1, 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 CSM and/or an Alternate Supplier for the purposes of TUPE.
- 12.3 The Supplier shall, at CSMs written request (and to the extent legally permitted), provide CSM with the following details:
- 12.3.1 a list of those personnel engaged in providing Services to CSM (“**Potential Returning Employees**”);
 - 12.3.2 job title, age, length of continuous services, current remuneration, benefits and notice periods of the Potential Returning Employees;
 - 12.3.3 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;
 - 12.3.4 any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
 - 12.3.5 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;
 - 12.3.6 all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees; and
 - 12.3.7 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.
- 12.4 The Supplier shall indemnify CSM (both for itself and an Alternate Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by CSM and/or an Alternate Supplier in connection with or as a result of:
- 12.4.1 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;
 - 12.4.2 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;
- 12.5 If TUPE applies to transfer the employment of any person employed by the Supplier to CSM or any Alternate Supplier then if CSM 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 CSM (for itself and a Alternate Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which CSM 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.

13. GENERAL

13.1 The Supplier shall:

- 13.1.1 uphold all reasonable requirements relating to sustainability as may be required by CSM in the provision of the goods and/or services; and
- 13.1.2 not do or omit to do anything which would bring or might be expected to bring CSM into disrepute;
- 13.1.3 not seek to solicit, endeavour to entice away, canvass for business or otherwise interfere with CSM's existing or proposed business or custom with any person, firm or company who at any time during this Agreement was a customer, client, supplier or agent of CSM;
- 13.1.4 comply with the terms of any CSM (or Underlying Client) code of conduct, policy document (or anything akin to the foregoing) made available from time to time to the Supplier by CSM;
- 13.1.5 not solicit or employ or cause to be employed, whether directly or indirectly, any employee of CSM, without the written consent of CSM (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); and
- 13.1.6 bear its own costs in connection with the negotiation and completion of the Agreement.



- 13.2 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 CSM (including the terms of the Agreement), the Supplier will consult with CSM, and will use reasonable endeavours to identify and redact all commercially sensitive and other material exempt from disclosure, before releasing any such information.
- 13.3 Nothing in the 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.
- 13.4 The Supplier is an independent contractor. Supplier personnel are not CSM 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.
- 13.5 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. CSM shall have the right to amend these Standard Terms at any time and without notice and will inform the Supplier in writing when such a change has been made.
- 13.6 CSM shall have the right, upon reasonable notice, to permit an auditor (meaning CSM, an Underlying Client and/or any auditor appointed to act on behalf of CSM 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 CSM or an Underlying Client). CSM 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. CSM 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.
- 13.7 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.
- 13.8 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 CSM, a copy of such notice is also sent by email to: esm.legal@esm.com.
- 13.9 Subject to clause 13.11, 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.
- 13.10 The Supplier may not assign, sub-license, sub-contract or otherwise transfer the Agreement or any benefits or obligations therein except as is permitted under clause 5.10 and shall remain liable at all times for any sub-contractor or other person permitted under clause 5.10. CSM 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 CSM may assign the Agreement to its Underlying Client at any time without approval from any other person or entity, including the Supplier.
- 13.11 CSM’s Underlying Client has the right, without obtaining any consents or approvals from the Supplier or any third party, to assume this Agreement for any reason. The Supplier agrees to accept CSM’s Underlying Client’s performance of this Agreement and provide all benefits of this Agreement to CSM’s Underlying Client, following the assumption of this Agreement.
- 13.12 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.
- 13.13 The Agreement constitutes the entire agreement between the Supplier and CSM in relation to the provision of goods/supply of Services.
- 13.14 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.
- 13.15 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

DATA PROCESSING

- 1.1 Unless the context otherwise requires, references in this Appendix to “controller”, “processor”, “processing/ process”, “data subject”, “personal data” “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 CSM and in relation to the provision of the services.
- 1.3 CSM 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 CSM. To the extent that CSM is not acting under the instructions of a third-party controller, then CSM 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 CSM’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 CSM and/or believes that CSM’s instructions may conflict with the requirements of Data Protection Legislation or other applicable laws, Supplier shall immediately notify CSM for clarification and where requested provide reasonable details in support of any assertion that CSM’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 CSM’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 CSM or any member of CSM’s group in breach of its obligations under Data Protection Legislation and take such steps as CSM may reasonably request from time to time to enable CSM 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 CSM 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 CSM by appropriate technical and organisational measures in responding to, and complying with, data subject requests;
- (j) provide CSM with full co-operation and assistance in relation to CSM's obligations and rights under Data Protection Legislation including providing CSM 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 CSM in writing, and provide such co-operation, assistance and information as CSM 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 CSM's group compliance with Data Protection Legislation;
 - (ii) becomes aware of any Security Breach;
- (l) at the request of CSM (and at the Supplier's expense), provide to CSM 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 CSM with all information reasonably required by CSM to enable CSM to verify Supplier's compliance with this Agreement and permit CSM, 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 CSM acting in its sole discretion. Where CSM 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 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.
- (p) return or destroy (as directed in writing by CSM) all data it has in its possession and delete existing copies unless applicable law requires storage of the personal data. If CSM 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 European Economic Area without the prior written consent of CSM, which can be withheld at the sole discretion of CSM, and subject to any additional CSM requirements (which may include entering into or procuring that the relevant Sub Processor enter into Standard Contractual Clauses or 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 CSM 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 CSM 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 to this Agreement or breach of Supplier's security obligations under this Agreement (including clause 1.4(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.

