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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 is subject to these Standard Terms.

CSM operates as a group of individual businesses transacting separate lines of business. The rights and obligations of CSM as a party to the agreement, and its liability to the Supplier do not extend beyond the specified agency, 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 and/or services will only be authorised if they are made in writing either:

- a) on the official CSM Booking Form which contains an authorised order number; or
- b) 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 (the "**Supplier Agreement**").

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, designs (both registered or unregistered), database rights, copyright and trade marks (both registered and unregistered), 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**").
- 1.1 The IPR together with all image and moral rights in all materials and deliverables as specified in the Booking Form or LOE, including but not limited to artwork, photography, footage (in all forms of media), copy and other work produced as a result of the Supplier Agreement shall be assigned to CSM on creation.
- 1.2 The Supplier will indemnify CSM against any claim made against CSM for breach of IPR of a third party used by the Supplier in fulfilling its obligations under the Supplier Agreement.
- 1.3 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 goods and/or services (subject always to the receipt of the Supplier's valid vat invoice).
- 2.2 CSM shall have the right, upon reasonable notice, to audit the Supplier's accounts to review and verify the Supplier's compliance with the provisions of the Supplier 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.
- 2.3 CSM shall have the right to benefit from any cash, volume or similar discount (as may be applicable).
- 2.4 Unless agreed otherwise, all payments shall be made in sterling by transfer to such bank account as the Supplier may from time to time notify in writing to CSM.
- 2.5 CSM may without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier under the Supplier Agreement against any amounts payable by it to the Supplier under the Supplier Agreement.

3 TIME FOR PERFORMANCE

- 3.1 Time is of the essence in the performance of the Supplier 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 Supplier Agreement.
- 3.2 In the event of failure by the supplier to meet agreed timeframes, CSM has the right 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 Supplier Agreement which the Supplier is unable to perform. CSM has the right to charge the Supplier the full costs of so doing.

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4 TERMINATION

- 4.1 CSM may terminate the Supplier Agreement immediately:
- 4.1.1 if the Supplier is in breach of the Supplier 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 CSM's agreement with a client for whom it is purchasing the Supplier's services terminates.
- 4.2 CSM may terminate the Supplier 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; or
 - 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.
- 4.3 The termination of the Supplier Agreement for any reason shall not affect those provisions expressly or implicitly having effect after termination.
- 4.4 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 into disrepute or would have a materially adverse impact on CSM'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.
- 4.5 The rights to terminate the Supplier Agreement given by this clause 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.
- 4.6 CSM shall pay the Supplier all costs for goods and/or services rendered to the satisfaction of CSM up to the point of termination but shall not be liable to the Supplier for any further costs, losses or damages under any circumstances.

5 PROVISION OF SERVICES AND INSURANCE

- 5.1 The Supplier will provide the goods and/or services with the relevant industry standard of skill and care.
- 5.2 If required to attend a CSM site, the Supplier and its staff and representatives and all those acting under its authority shall comply with all CSM site requirements as specified by CSM.
- 5.3 The Supplier shall maintain in force with a reputable insurance company, professional indemnity insurance, public liability insurance and product liability insurance (if goods are supplied) to cover its obligations to the industry standard levels expected for the supply of the goods and/or services and must supply a valid certificate of insurance to CSM prior to work commencing. CSM shall have the right to require the Supplier to increase its level of insurance if in CSM's reasonable opinion it deems the Supplier's insurance to be inadequate.
- 5.4 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. For the purposes of these standard terms a person associated with the Supplier includes any sub-contractor of the Supplier which must have been approved in advance in writing by CSM.

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.
- 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

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(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 Supplier 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 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, 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.

7 LIABILITIES

- 7.1 Nothing in these Standard Terms or in the Supplier 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 these Standard Terms or in the Supplier 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 Supplier Agreement and these Standard Terms.
- 7.4 CSM shall not be liable under any circumstances to the Supplier for any indirect or consequential loss, including loss of revenue or profits, loss of business, opportunity, goodwill or reputation, loss of, damage to or corruption of data.
- 7.5 CSM shall not be responsible for any Guests 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 Supplier 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 Supplier Agreement in the twelve (12) months immediately prior to the date of any claim or series of connected claims.

8 CONFIDENTIALITY

- 8.1 The Supplier agrees to keep all matters relating to and all terms of the Supplier Agreement confidential, unless required to disclose such by law. The Supplier shall inform CSM of any disclosure it is required to make under this clause and will keep such disclosure to a minimum.
- 8.2 The Supplier will keep confidential all information provided to it by CSM which CSM requires to be kept confidential, with the same level of security as the Supplier would afford its own confidential information, or to a level of security approved by CSM.

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 Supplier 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 Supplier Agreement so affected and such delay or non-performance shall not constitute a breach of the Supplier Agreement. "**Force Majeure**" shall be any act, event, omission, cause or circumstance not within the reasonable control of the party in question, including any strike, lockout or other industrial action, any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), an event of national significance (including any day of national mourning), any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster. If any event or circumstances prevent the Supplier from performing its obligations under the Supplier Agreement for a continuous period of more than fifteen (15) business days, CSM may terminate the Supplier Agreement immediately by giving written notice to the Supplier.

10 COMPLIANCE WITH REGULATORY REQUIREMENTS

- 10.1 The Supplier shall comply, and shall procure that its associates comply with:

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- 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 by the Security Council of the United Nations; the European Union; the United Kingdom (including the Department for Business, Innovation and Skills and Her Majesty's Treasury) and/or by the authorities of the state(s) in which the party is registered, established or in which it otherwise conducts activities; and
- 10.1.3 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.
- 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.
- 10.5 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 but not limited to 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 GENERAL

- 12.1 The Supplier shall:
 - 12.1.1 comply with the all applicable laws and regulations relating to data protection including the provisions of the Data Protection Act 1998 in the performance of its obligations; and
 - 12.1.2 uphold all reasonable requirements relating to sustainability as may be required by CSM in the provision of the goods and/or services; and
 - 12.1.3 not do or omit to do anything which would bring or might be expected to bring CSM into disrepute;
 - 12.1.4 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 Supplier Agreement was a customer, client, supplier or agent of CSM;

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- 12.1.5 not solicit or employ or cause to be employed, whether directly or indirectly, any employee of CSM; and
- 12.1.6 bear its own costs in connection with the negotiation and completion of the Supplier Agreement.
- 12.2 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.
- 12.3 Nothing in these Standard Terms or the Supplier 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 Supplier Agreement.
- 12.3.1 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.
- 12.4 The Supplier Agreement, or any provision thereof, may be amended or modified only with the mutual consent of the parties as set out in writing, signed by an authorised representative, and expressly stating the parties' intent to amend the Supplier 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.
- 12.5 If any provision of these Standard Terms 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.
- 12.6 All notices between the parties with respect to the Supplier 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 the notice is sent to the address of the addressee in the Supplier Agreement (or such other address as the addressee may from time to time have notified for the purpose of this clause) and, in the case of CSM, a copy is sent to "Legal Department, CSM Sport and Entertainment LLP, 62 Buckingham Gate, London SW1E 6AJ".
- 12.7 A person who is not a party to the Supplier Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Standard Terms or the Supplier Agreement.
- 12.8 The Supplier may not assign, sub-license, sub-contract or otherwise transfer the Supplier Agreement or any benefits or obligations therein except as is permitted under clause 5.4 and shall remain liable at all times for any sub-contractor or other person permitted under clause 5.4. 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 Supplier Agreement.
- 12.9 The Standard Terms and the Supplier Agreement constitute the entire agreement between the Supplier and CSM in relation to the provision of goods/supply of services.
- 12.10 The Standard Terms and the Supplier 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.
- 12.11 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 Supplier 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.

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