



## INFLUENCER TERMS AND CONDITIONS

### 1. Definitions and Interpretation

- 1.1. Unless the context requires otherwise, capitalised words and phrases have the meaning assigned to them as follows or in the body of these terms and conditions:

**"Advertising Regulations"** means the Advertising Standards Authority for Ireland's ("the ASA") Code of Standards for Advertising and Marketing Communications in Ireland ("The ASA Code"), the Competition and Consumer Protection Commission ("the CCPC") guidance on social media endorsements, any present or future applicable code of practice or adjudication of either the CCPC and ASA and includes any applicable modification, extension or replacement thereof in force from time to time, together with Irish law, statutes, guidelines and regulations which are directly applicable to the Services including consumer protection law and any guidance issued by the Competition and Consumer Protection Commission or the Advertising Standards Authority of Ireland;

**"Agent"**: means the agent acting on behalf of the Influencer as indicated in the Order;

**"Agreement"**: means the contract constituted by the parties' acceptance of an Order (including the Material Terms) that incorporates these Influencer Terms and Conditions;

**"Applicable Data Protection Law"** means the General Data Protection Regulation (EU 2016/679), and (b) the Directive on privacy and electronic communications (2002/58/EC, as amended), as well as, for each of (a) and (b) above, all Laws implementing such Directives and/or Regulation, as amended, succeeded or updated from time to time.

**"Applicable Law"** means the laws of Ireland and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services including the Advertising Regulations;

**"Campaign"** has the meaning as set out in the Order;

**"Confidential Information"**: means the Agreement, data, documents, databases, designs, schedules, instructions, plans, specifications, sketches, models, samples, technical information and/or other information written, oral or otherwise of any type, however disclosed, relating to the business activities of the Sky Group or the Influencer;

**"Control"** shall mean the power of a person, company, association or other separate legal entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and "Controlled" shall be construed accordingly;

**"Fees"** means the fees to be invoiced by an Influencer or the provision of the Services, as set out in the Order;

**"Guidelines"** means Sky's Influencer Marketing Guidelines for Social Media, being the set of rules, incorporated in the Order at Annex 1, that Sky requires all Influencers to comply with in providing the Services to Sky and any others set out by Sky otherwise in writing to the Influencer;

**"Influencer"**: means (a) the Agent acting on behalf of the individual influencer; (b) where there is no Agent, the individual influencer or company who is a Party to the Agreement; or (c) where the context indicates, both the Agent and the Influencer together;

**"IPR"**: means all copyrights and all rights in patents, databases, designs, trademarks, trade names, domain names, service marks, trade secrets, know-how and other intellectual property rights (registered or unregistered) and all applications for the same and all rights having similar effect anywhere in the world;

**"Law"**: means any of the following: (a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time; (b) the common law and the law of equity; (c) any binding court order, judgment or decree; (d) any applicable industry code, policy or standard enforceable by law; and (e) any applicable legally binding direction, policy, requirement, code, principle, rule or order that is given by a regulator;

**"Loss"**: means all losses (including fines, penalties and tax liabilities), demands, liabilities, claims (threatened or actual), proceedings and damages and all related costs, expenses and payments, including those made to third-parties (including additional taxes, irrecoverable VAT, legal fees and disbursements and costs of investigation, litigation, settlement, judgment and interest);

**"Materials"** has the meaning as set out in the Order;



**“Media”** has the meaning as set out in the Order;

**“Service Beneficiary”**: means any Service Provider or Service Recipient;

**“Service Provider”** means any service provider of the Sky Group;

**“Service Recipient”** means (a) any joint venture entity to whom we provide technical, infrastructure or enterprise services as part of such joint venture; and (b) any of our customers receiving our products and services;

**“Services”** means the social media influencer services and the Materials to be provided by the Influencer as detailed in the Order;

**“Sky Group”**: means Sky Limited and any undertaking which from time to time is a subsidiary of Sky Limited (“subsidiary” having the meaning attributed to it by section 1159 of the UK Companies Act 2006);

**“Sky Limited”**: means the entity currently named Sky Limited, incorporated in England & Wales with registered company number 02247735;

**“Sky Materials”** means any materials or information owned by or licensed to Sky which are provided to the Influencer by Sky or its affiliates in connection with this Agreement, including the Sky Trade Marks;

1.2. **“Sky Trade Marks”** means all the registered, applied for or unregistered word and/or device trade marks incorporating the word SKY or any other trade marks as may be agreed in writing between the parties owned or licensed by Sky in the Territory;

**“Sky”** means the Sky Group entity that is a party to the Agreement;

**“Sky Agency”** has the meaning set out in the Order;

**“Term”** has the meaning as set out in the Order;

**“Third Party Act”** means the UK Contracts (Rights of Third Parties) Act 1999.

1.3. Words importing the singular include the plural and vice versa; persons include unincorporated associations, partnerships and any entity with legal standing. References to “include” or “including” are construed as being without limitation. References to a particular Law or provision of Law shall be construed as a reference to such Law or provision as amended and in force from time to time and to any Law which replaces, re-

enacts or consolidates (with or without modification) any such Law. A reference to any remedy, consequence or right of a party pursuant to a breach of a provision by the other party does not limit any other right or remedy of the party unless it is expressly stated to do so.

## 2. **Provision of Services and Materials**

The Influencer shall provide the Services to Sky in accordance with the timings set out in the Order or as otherwise agreed in writing. If the Influencer cannot deliver on time, then the Influencer must promptly notify Sky of the earliest possible substitute date for performance. Regardless of such notice, and unless Sky expressly agrees to the substitute performance date in writing, the Influencer’s failure to supply the Services on time shall entitle Sky, to cancel all or part of the Agreement without liability to the Influencer. The Influencer must provide the Services at or to the locations specified in the Order (if any) and if the Influencer does not then the Influencer will bear any additional expense in handling and delivering to the correct destination.

## 3. **Territory**

The Territory of use of the Materials shall be United Kingdom, Isle of Man, Channel Islands and Republic of Ireland (Internet use will not be geo-blocked so may be accessible outside of territory) or as otherwise specified in the Order (“**Territory**”).

## 4. **Showreel Use and Term Exception**

The Materials may be used by the Sky Agency, Sky and other contributing creative parties for their own publicity and promotion for a period of time as agreed between the Parties; including showreels, websites, PR, editorial, awards and case studies. For the avoidance of doubt use of the Materials by Sky, the Sky Agency and other creative parties in social media shall be limited to the Term. It is acknowledged that members of the public may share Materials and this is out of Sky’s control.

## 5. **Fees**

5.1. The Influencer will invoice Sky the Fees in accordance with the invoicing procedure, and Sky will pay the Fees in accordance with the payment procedure, as set out in the Order.

5.2. All sums payable under this Agreement are exclusive of VAT which (if and to the extent applicable) shall be payable by Sky but otherwise are gross amounts inclusive of all taxes or statutory deductions.



- 5.3. Subject to an Agent being a Party to the Agreement, on instruction of the Influencer, the payment of all Fees under this Agreement shall be made to the Agent by Sky. The Agent's receipt of payment shall constitute a valid discharge of Sky's payment obligations hereunder. No payments shall become due until receipt by Sky of valid and undisputed invoices.
- 5.4. The Fees stated in the Agreement are in consideration of the provision of the Services, the rights granted, the warranties and undertakings given by the Influencer and the assignments, waivers and consents made and given in this Agreement and are inclusive of any commissions or fees payable or to the Agent or other agent or legal representative of the Influencer on account of or in connection with this Agreement or the Services.
- 5.5. The Influencer shall not be entitled to reclaim any expenses or costs other than items specifically agreed in writing in advance by the Sky Agency, Sky or as set out in this Agreement.
- 5.6. Where applicable, Sky shall be entitled to deduct from the Fee any withholding or similar taxes that are or may be demanded from Sky from any authorised government authority.
- 5.7. If Sky makes any payment or incurs any charge at the Influencer's request (which Sky is not obliged to do), or the Influencer incurs any charges with Sky, Sky shall have the right to recoup any and all such payments or charges by deducting them from the Fee payable to the Influencer pursuant to this Agreement.
- 6. IPR**
- 6.1. The Influencer shall retain ownership of the IPR in the Materials but excluding any Sky Materials which are used or incorporated in the Materials which shall remain Sky's property at all times.
- 6.2. The Influencer warrants that the Materials (and Sky's, the Sky Group and the Service Beneficiaries' use and enjoyment of the Materials) will not infringe any third party's IPR.
- 6.3. The Influencer hereby grants to Sky a non-exclusive, perpetual, irrevocable, royalty-free, unlimited licence to:
- 6.3.1. use, edit, copy, alter and exploit the Materials (and any ancillary rights necessary to enable the Sky Group and any Service Beneficiary to make full use of the Materials) during the Term within the Territory in connection with the Campaign;
- 6.3.2. use and authorise others to use its name, biography, images, slogans, logos and signature provided by the Influencer to Sky and any visual or audio recordings featuring the Influencer commissioned by Sky or on behalf of Sky in connection with this Agreement.
- 6.4. The Influencer hereby irrevocably and unconditionally waives the benefit of its moral rights arising under Parts I and II of the Copyright Designs and Patents Act 1988 ("CDPA) and performers' non-property rights arising under Part II of the CDPA and any similar laws of any jurisdiction in favour of Sky, Sky Group and all its licensees, sub-licensees, assignees and successors in title to the copyright in the Materials.
- 6.5. Given the nature of the internet, the Parties agree and acknowledge that the Materials may be available online after the Term and the Influencer agrees that Sky shall not be responsible for removing any Materials from the Media or third party media after the Term, or for any use of the Materials by third-parties either during or after the Term.
- 6.6. Sky hereby grants the Influencer a licence to use the Sky Materials for the purposes of creating the Materials and providing the Services during the Term in the Territory. Such licence is personal to the Influencer and does not include the right to (i) sublicense, mortgage, charge, assign the benefit of, declare a trust over or otherwise deal with all or any of the Influencer's rights or benefits under or arising out of this Agreement, (ii) to delegate, subcontract or otherwise deal with all or any of the Influencer's obligations under this Agreement, or (iii) use the Sky Trade Marks outside of the scope of this Agreement. No other rights are granted and Sky maintains full ownership and all rights in the Sky Materials.
- 6.7. Any goodwill arising out of the Influencer's use of the Sky Trade Marks shall accrue to the benefit of Sky and/or Sky Group.
- 6.8. The Influencer shall use all reasonable endeavours to comply with the Brand Guidelines, Influencer Marketing Guidelines and any other Applicable Laws when performing the Services with a view to ensuring the value and reputation of Sky and the Sky Trade Marks is not damaged or in any way diminished as a result of the Influencer's activities.
- 6.9. Upon the written request of Sky, the Influencer shall promptly remove any and all Materials and online posts made under the terms of the Agreement if in Sky's reasonable opinion the use, posts or Materials may



infringe third party rights, damage or bring disrepute to Sky in any way.

- 6.10. The Influencer should not:
  - 6.10.1. use, register or attempt to register any words, the Sky Trade Marks, company, business or trading names, domain names or email addresses which are identical or similar to (or which incorporate) any of the Sky Trade Marks, any aspect of them, or any other Sky Trade Marks or trade names of Sky or any of its group companies; or
  - 6.10.2. use the Sky Trade Marks in combination with any other marks, names, words, logos, symbols or devices without the prior written (including email) consent of Sky, it being understood that use of the Sky Trade Marks in association with the brand of a Sky Group competitor shall never be allowed; or
  - 6.10.3. do anything which could, in Sky's reasonable opinion, bring the Sky Trade Marks, Sky or Sky Group into disrepute or which could otherwise materially damage the goodwill attaching to the Sky Trade Marks or any other Sky Trade Marks or trade names of Sky or Sky Group.
- 6.11. At Sky's reasonable request, the Influencer shall indicate that the Sky Trade Marks are used under licence from Sky on all goods and in relation to the Services where reasonably practicable and shall comply with any Applicable Laws requiring any other reference to be used in relation to trade marks.
- 6.12. The Influencer shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Sky Trade Marks or Sky Materials except under the terms of this Agreement, and acknowledges that nothing contained in this Agreement shall give the Influencer any right, title or interest in or to the Sky Trade Marks save as expressly granted herein.
- 6.13. Without prejudice to the Influencer's obligations under this Agreement or any other rights or remedies of Sky, the Influencer shall, upon receipt of written notice from Sky, immediately cease use of any Sky Materials, Sky Trade Marks, domain name or any other activity which Sky reasonably believes infringes or may infringe the rights of a third party or is inconsistent with any obligation of the Influencer under this agreement.
- 6.14. The Influencer shall notify Sky as soon as it becomes aware of any unauthorised use or infringement of the Sky Materials or passing off or unfair competition or any other act by any other person, firm or company which might

prejudice the reputation or goodwill of the Sky Trade Marks or analogous or similar rights of Sky. Sky shall have the right in its absolute discretion to take whatever action (if any) it believes necessary in respect of any actual or threatened unauthorised use, infringement or alleged infringement, passing off or other unlawful interference with the Sky Materials at its expense and the Influencer agrees to provide Sky with all reasonable assistance at Sky's cost including becoming a party to any proceedings.

## **7. Warranties and undertakings**

- 7.1. The Influencer represents, warrants and undertakes to Sky that:
  - 7.1.1. it is free to enter into this Agreement, to perform the Services and appear in the Materials.
  - 7.1.2. it has no other obligations under any other arrangement or agreement with a third party that may prevent the Influencer from freely performing the Services and obligations of the Influencer under this Agreement. The Influencer is not subject to any restrictions nor has the Influencer entered into or be subject to any arrangement which may conflict with this Agreement, or which may mean that the Materials cannot be shown for legal, contractual or commercial reasons, and shall not do so during Term;
  - 7.1.3. it shall not during the Term and for a period of six (6) months following the Term knowingly do or say anything for whatever reason or directly or knowingly authorise anything which may reasonably be interpreted by Sky as being prejudicial or detrimental to Sky or its business, or adversely affect the effectiveness of the Campaign advertising or which could reasonably be considered to bring the Influencer or Sky into disrepute;
  - 7.1.4. it has not knowingly prior to the date of this Agreement done or said anything which would, if Sky were aware of it, materially affect their decision to use the Influencer in the Materials and/or which might, if publicly aired now or at some future time, reasonably be seen by Sky as prejudicial or detrimental to Sky or its business or which would bring the Influencer or Sky into disrepute;
  - 7.1.5. the rights it has granted to Sky are vested in the Influencer absolutely and that it has not previously assigned, licensed or in any way encumbered them (save under the terms of use of the social media platform where the copyright works are posted) and it shall not to do so in the future;





- 7.1.6. it shall ensure that Sky is promptly invoiced by the Agent, or where there is no Agent, the Influencer shall ensure that Sky is promptly invoiced, for all Fees due under the Agreement and the payment of all such sums by Sky to the Agent shall constitute full and final settlement of the payment made. Sky shall have no interest in how those payments are thereafter remitted or applied; and
- 7.1.7. it will perform the Services in accordance with Sky's Guidelines and all other applicable guidance and regulations, as updated from time to time.
- 7.2. Where the Influencer is an Agent, the Agent warrants that:
  - 7.2.1. it contracts with Sky as principal and undertakes to perform all obligations of the Influencer under this Agreement as principal in accordance with Sky's Guidelines and all other applicable guidance and regulations, as updated from time to time, notwithstanding that it may also be acting as an authorised agency or media buyer or in some other representative capacity;
  - 7.2.2. without prejudice to clause 7.2.1 above, it has all relevant authority and permissions from the Influencer: (i) to bind the Influencer to the terms and conditions of this Agreement; and (ii) that are necessary for the Agent to perform all the Influencer's obligations under this Agreement;
  - 7.2.3. that the Influencer has been provided with an approved a copy of this Agreement;
  - 7.2.4. without prejudice to the indemnities under this Agreement, the Agent undertakes to indemnify Sky against all Loss suffered or incurred by Sky as a result of: (i) a breach of clauses 7.2.1 to 7.2.3 above; and (ii) any claim or action made against Sky by the Influencer in relation to any matter under this Agreement.
- 7.3. In the event that the Influencer breaches any of the above warranties and undertakings:
  - 7.3.1. Sky shall have the right to seek an immediate injunction preventing the Influencer from continuing such breach; and/or
  - 7.3.2. Sky shall have the right to withhold payment of any outstanding Fee (without prejudice to any other rights it may have under this Agreement, or implied by law), for any breach that is capable of cure, until such breach is cured within a reasonable time period.
- 7.4. In the event that the Influencer is prevented from providing any of the Services under this Agreement due to injury or illness, the Influencer or the Agent shall inform Sky and

the Sky Agency immediately. If the Influencer is unable to perform the Services due to illness for (ten) 10 days or more then Sky shall have the right to terminate this Agreement. In the event of such termination, Sky shall pay the Influencer a pro rata amount of the Fee for services completed up to the date of termination. Without prejudice to the foregoing, if the Influencer is unable by reason of injury or illness to fulfil or complete the Services pursuant to this Agreement, including without limitation by reason of mental disorder or illness in respect of which an application for admission for treatment is made under the Mental Health Act 1983 (UK) (or its equivalent in any other jurisdiction) or in respect of which an order is made by a court of competent jurisdiction for the detention of Influencer or for the appointment of a third party to manage or exercise powers with respect to the Influencer's property or affairs, Sky may at its option either terminate this Agreement forthwith on written notice, or make such other arrangements with the Influencer by way of postponement or similar as may be practicable to facilitate completion of the Services. In the case of the latter, as soon as reasonably practicable following any period of injury or illness, the Influencer shall again make themselves available to provide the Services pursuant to this Agreement and unless otherwise agreed at that time all payment obligations will be suspended until performance of the Services is resumed.

## **8. Confidentiality**

- 8.1. Neither Sky nor the Influencer shall make any public or press announcement, press release, communication or statement concerning this Agreement without the other Parties' prior written consent, such consent not to be unreasonably withheld or delayed. For the purposes of clarity, the Parties agree that any breach of this clause 8 shall constitute a material breach of this Agreement.
- 8.2. Each of Sky and the Influencer undertakes, subject to clauses 8.3.1 and 8.4 below, that it will treat as confidential the Confidential Information, and will not disclose such Confidential Information to any person except in accordance with this clause 8 and will not use such Confidential Information other than for the purposes of this Agreement subject always to any prior specific authorisation in writing by the relevant party who disclosed/ owns the Confidential Information.
- 8.3. Neither Party shall disclose Confidential Information to any third party (other than to its own employees and officers in accordance



- with this clause 8), except for information that:
- 8.3.1. is in the public domain other than by default of the recipient party;
  - 8.3.2. 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;
  - 8.3.3. is or has already been independently generated by the recipient party;
  - 8.3.4. is reasonably passed on to third parties by Sky for the purposes of undertaking credit and risk management; or
  - 8.3.5. 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.
- 8.4. Notwithstanding any other provision of this Agreement, it shall not be a breach of this Agreement for any of the Parties to disclose any information given to them in connection with this 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 parties.
- 8.5. The provisions of this clause 8 shall expressly survive the termination, completion or assignment of this Agreement.
- 8.6. Before the launch of any advertising campaign or transmission of the Materials to the public, the Influencer shall at all times treat as private and confidential the existence of this Agreement and the Influencer's involvement with Sky and the Materials. The Influencer shall use their best endeavours to prevent the publication or disclosure of any such Confidential Information by any third party.
- 9. Termination**
- 9.1. The Influencer will have the right to immediately terminate this Agreement by written notice to Sky if:
- 9.1.1. Sky is insolvent, in liquidation or has a winding up petition presented against it; or
  - 9.1.2. Sky fails to perform any of its material obligations under this Agreement and such failure to perform its obligations has not been rectified within thirty (30) days of written notice requesting rectification, provided that such notice shall refer expressly to this clause and to the Influencer's right of termination.
- 9.2. No action or omission by Sky shall constitute a breach of this Agreement unless the Influencer first notifies Sky in writing specifying the alleged breach and Sky does not cure the same within thirty (30) days of receipt of such notice. If Sky breaches its obligations under this Agreement, the Influencer's rights and remedies shall be limited to the right, if any, to seek to obtain damages at Law and the Influencer shall not have any right in such event to terminate or rescind this Agreement or any of the rights granted to Sky pursuant to this Agreement or to enjoin or restrain the production, promotion or exploitation of the Materials or any of Sky's rights pursuant to this Agreement.
- 9.3. Sky shall be entitled to terminate this Agreement immediately by notice to the Influencer if:
- 9.3.1. the Influencer fails, neglects or refuses to perform any of the obligations under this Agreement diligently or with due skill and care;
  - 9.3.2. the Influencer is in breach of any of the warranties, undertakings or obligations as set out in this Agreement which, acting reasonably, is incapable of remedy or if capable of remedy is not so remedied within seven (7) days of notice of such breach; or
  - 9.3.3. the Influencer is, in the reasonable opinion of Sky, guilty of or accused of having committed any criminal offence other than a minor driving offence (not punishable by a term of imprisonment) or is accused of any serious misconduct which Sky considers is likely to result in adverse publicity for the Influencer or Sky; or
  - 9.3.4. in accordance with clause 7.4 above; or
  - 9.3.5. the Influencer engages in any conduct or is the subject of any media reporting or public allegation which may have a detrimental effect on Sky or which may reasonably be considered by Sky to affect adversely the commercial reputation or business of Sky or to bring the Influencer into disrepute, public hatred, scorn or ridicule; or



- 9.3.6. as a result of a Force Majeure Event in accordance with clause 10.4.
- 9.4. Sky shall be entitled to terminate this Agreement immediately for convenience at any time on written notice to the Influencer.
- 9.5. In the event that this Agreement is terminated in accordance with clauses 9.3 or 9.4 Sky shall pay the Influencer a pro rata amount of the Fee for the services rendered by the Influencer up to the date of termination provided the Materials are used and exploited, however in the event that the portion of the Fee already paid to the Influencer at the date of termination exceeds such pro-rata sum, the Influencer shall reimburse Sky in accordance with clause 9.7 below.
- 9.6. Without prejudice to the other rights and remedies to which Sky may be entitled, if Sky terminates this Agreement under clause 9.3 Sky shall have no further payment obligations to the Influencer, save that the Influencer may be entitled to retain a pro-rata proportion of the Fee based on the Services provided by the Influencer and the number of full weeks that have elapsed between the use of the Materials during the Term.
- 9.7. Where the Influencer is entitled to retain a pro-rata portion of the Fee in accordance with clause 9.6 and the portion of the Fee already paid to the Influencer at the date of termination exceeds such pro-rata sum, the Influencer shall be required to pay back the amount of such surplus Fee to Sky within fourteen (14) days. Or where the Influencer is entitled to retain a pro-rata portion of the Fee in accordance with clause 9.6 and the portion of the Fee already paid to the Influencer at the date of termination is less than such pro-rata sum, Sky shall pay the balance to the Influencer within fourteen (14) days.
- 9.8. The Influencer and Agent shall, and shall procure, that all materials containing Confidential Information that they have received in the course of the Agreement are delivered to Sky immediately upon termination of this Agreement. The Agent and Influencer shall not, without the prior written consent of Sky, retain any copies of Confidential Information.
- 9.9. Termination of this Agreement in whole or in part for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without

limitation the right to recover damages from the other.

## 10. **Limitation of Liability**

- 10.1. Sky shall not be liable to the Influencer for any Loss or injury to the Influencer caused or suffered in connection with the Services or the fulfilment their obligations under this Agreement unless caused by the negligence or wilful misconduct of the Sky Agency or Sky, or a breach of Sky's warranties or obligations under this Agreement.
- 10.2. In no event will Sky be liable to the Influencer for any indirect, consequential, special or economic Loss of any kind including loss of profits, business, contracts, revenues or goodwill arising from the exercise by Sky of the rights granted in this Agreement or use of the Materials.
- 10.3. Notwithstanding any other provisions of this Agreement, neither Party shall limit or exclude liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.
- 10.4. Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in the performance of this Agreement which result from circumstances beyond the reasonable control of that Party, including without limitation, disability or incapacity, national emergencies, war, act of terrorism, prohibitive governmental regulation) or labour disputes involving that Party. For the avoidance of doubt if as a result of any act of God, war, accident, strike, lock-out or other labour controversy, riot, restraint of public authority, or any similar occurrence ("**Force Majeure**"), either Party shall fail or be unable to render or execute Services hereunder then the adversely affected Party shall have option (but not the duty) to re-schedule the Services for a period of up to 30 days after the Force Majeure. If during this period either party are unable to reschedule the Services in line with the other's availability, then the parties will have no further option then to terminate the Agreement upon written notice to the other party.
- 10.5. In the event of termination under Force Majeure at clause 10.4 above, remuneration shall be as set out in clauses 9.5 and 9.6 above.

## 11. **Indemnities**

- 11.1. The Influencer hereby indemnifies and agrees to keep the Indemnified Entities fully and effectually indemnified from and against any



- and all Losses awarded against or incurred or paid by the Indemnified Entities as a result of or in connection with any claim that any of the Materials (and/or the Indemnified Entities receipt and use of the same) (i) infringe the IPR of any other; or (ii) breach any Applicable Law. For the purpose of this clause an Indemnified Entity is any Sky group member.
- 11.2. The Influencer and/or Agent shall be responsible for the submission of all necessary forms for, and the payment of, all governmental taxes and contributions of any kind whatsoever (including but not limited to all VAT and income tax liabilities and National Insurance or similar contributions) which shall become due and payable as a direct result of the provision of the Services hereunder. The Influencer and/or Agent agrees to the fullest extent permitted by law, to protect, defend, indemnify and hold Sky harmless from and against any and all claims, liabilities, causes of action, losses, demands and/or damages (and all costs and expenses incurred in connection therewith) which may be incurred by Sky as a result of the non-payment of any taxes and/or contributions due and owing from time to time in respect of the provision of the Services hereunder.
- 11.3. Except with respect to matters arising from any breach by the Influencer of any of the provisions of this Agreement and/or the negligence or misconduct by the Influencer, Sky shall indemnify the Influencer against Losses arising out of any third party claim against the Influencer resulting directly from Sky's development, production and/or exploitation of the Materials (other than with respect to any settlement, admission, offer, deal or payment entered into without Sky's written consent or any claim or threatened claim of which Sky has not been notified at the commencement thereof). Sky in its discretion may agree to defend the Influencer against any such claim in which case the Influencer shall cooperate with Sky and follow their reasonable instructions in connection with such claim.
- 11.4. The Party receiving notice of any claim or threatened claim subject to the indemnity pursuant to this Agreement above shall promptly notify the other party within 14 days of becoming aware of any such claim or threatened claim. Sky shall have sole authority to defend, negotiate and settle a claim arising under this Agreement at their discretion. The Influencer and/or Agent shall mitigate its losses to the fullest extent.
- 11.5. The Influencer shall ensure that it benefits from, take out and maintain adequate insurance to cover its liability under this Agreement.
- 11.6. Where one party ("**Indemnifying Party**") agrees to indemnify and keep the other party ("**Indemnified Party**") indemnified under the Agreement, such indemnity is subject to the Indemnified Party complying with the following process in the event that a third party claim arises:
- 11.6.1. the Indemnified Party must promptly notify the Indemnifying Party in writing of such claim;
- 11.6.2. the Indemnified Party must give the Indemnifying Party express authority to conduct all negotiations and litigation and to defend and/or settle all litigation arising from such claim, provided that the Indemnifying Party regularly consults with the Indemnified Party on the conduct and defence of the claim; and
- 11.6.3. the Indemnified party must provide the Indemnifying Party with all available information and assistance in relation to such claim as the Indemnified party may reasonably require at the Indemnifying Party's costs and expense.
- 12. General**
- 12.1. Sky and the Influencer acknowledge that the Agreement does not establish an employment relationship. Where an Agent is party to this Agreement, during the Agreement and when giving effect to the Agreement, the Influencer shall be an employee or sub-contractor of the Agent and shall not be an employee or worker of Sky, and accordingly, the Agent shall be solely responsible for all matters relating to the Influencer's employment/engagement (including, without limitation to, payment of the Influencer's salary and any benefits to which they may be entitled from time to time) including any entitlement to paid holidays under the Working Time Regulations 1998 or the Irish Organisation of Working Time Acts, as amended) and shall, to the fullest extent permitted by law, indemnify Sky against any and all losses, claims, causes of action, liabilities, demands and/or damages (and all costs and expenses relating thereto) which may be incurred by Sky in connection therewith.
- 12.2. The Influencer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Agreement





without Sky's prior written consent. Sky's approval of a sub-contractor will not relieve the Influencer of any liability under the Agreement and the Influencer is and shall remain responsible for all acts and omissions of its sub-contractors as if they were the Influencer's acts and omissions. The Influencer will continue to invoice Sky in accordance with clause 5 and shall be responsible for the remuneration of any sub-contractor. Sky may transfer all or any of its rights and obligations under the Agreement to any Sky Group member or any successor in title to all or part of our business.

- 12.3. No waiver of any breach of the Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision, and any such waiver shall be specific and in writing.
- 12.4. The Influencer shall do any and all such acts and execute all such documents (at Sky's expense) as may be required by Sky in order to protect and enforce any of the rights assigned, granted, licensed or confirmed under this Agreement.
- 12.5. No variation of this Agreement shall be valid unless in writing and signed by authorised representatives of the Parties.
- 12.6. If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions of the Agreement shall not be affected.
- 12.7. The Agreement shall form the entire agreement between the Parties relating to the Services and, without affecting any of Sky's remedies (or the Influencer's liability) for any misrepresentation by the Influencer, the Agreement replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral or elsewhere or implied by trade custom, practice or course of dealing. In the event of any inconsistent terms or conditions contained or referred to in the Order, including the Material Terms these shall prevail over the Influencer Terms and Conditions. The exception to this clause 12.7 is where Sky and the Influencer have entered into a separate ambassador agreement, in which case the terms of such ambassador agreement shall prevail over this Agreement.
- 12.8. The provisions of the Agreement which expressly or by implication are intended to survive termination will do so and will continue to be binding without limit in time.
- 12.9. The Agreement is entered into by Sky for the benefit of all members of the Sky Group which may make use of the Services, and any such member may enforce any of the Influencer's obligations and/or its rights under the Agreement under the UK Third Party Act. Save for the rights of members of the Sky Group, the Third Party Act is hereby excluded.
- 12.10. Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way. Neither Party shall hold itself out as having authority to bind the other.
- 12.11. Any notice in connection with the Agreement shall be delivered as follows:
- 12.12. In Sky's case: to contractualnotices@sky.uk, unless Sky notifies the Influencer otherwise. Notices sent to this address will be deemed received on the next working day following a delivery receipt from the above email address. If the Influencer does not receive a delivery receipt within one hour of sending, then the notice will be deemed undelivered and the Influencer should deliver the notice between 09h00 and 17h30 by hand or recorded delivery to Accounts Payable, Shared Service Centre, Watermark House, Livingston, EH54 7HH. All notices to us must state the Order reference (or DO number), the date of the Order(s), the relevant Sky Group entity or division to which it relates, the name of your contact at Sky and the description of the Services.
- 12.13. In the Influencer's case: to the email address specified by the Influencer for the receipt of Orders during the Order set-up process, or such other address as the Influencer may notify to Sky in writing.
- 12.14. The Agreement and any non-contractual rights or obligations arising out of or in relation to it, shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts for any dispute arising in connection with the Agreement, save that nothing in the Agreement shall prevent us from bringing any proceedings against you in any other jurisdiction in which you have any business or assets.
- 12.15. Neither the Influencer nor its shareholders, directly or indirectly, in private or public sector dealings, offer, give or agree to offer or



give, receive or requests to receive, any payment, gift or other advantage (whether or not by payments under this Agreement) which: (i) violate any anti-corruption laws or regulations applicable to you and/or the Sky Group; or (ii) which a reasonable person would consider to be unethical or illegal. Without prejudice to clause 9 (Termination), if Sky suspects a breach of this clause 12, then Sky may terminate any/all Agreements immediately upon notice to the Influencer.

12.16. This Agreement may be signed in any number of counterparts, each of which shall be an

original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This agreement shall become effective when each party shall have received a counterpart hereof signed by the other party. Signature by Docusign or other electronic signature shall be deemed to be valid as if signed by a party in wet ink.

12.17. The Parties agree that they will comply with their respective obligations under Applicable Data Protection Law.

## Annex 1

### Influencer Marketing Guidelines for Social Media

#### 1. Regulatory overview

- 1.1. The ASAI Guidance Note on the Recognisability of Influencer Marketing Communications 2021 and the 2023 CCPC/ASAI Guidance on Influencer Advertising and Marketing „ applies to most forms of influencer marketing. Consumer protection legislation also applies to influencer marketing. This makes the failure to clearly designate as advertisements any editorial content that is subject to any incentive by a brand, unlawful.
- 1.2. In terms of this Agreement with Sky, the Influencer is incentivised to promote or endorse Sky’s brand or a Sky product or service by means of a monetary payment, commission, a free loan of a product or service, a free product or service, or other incentive, as applicable. As such, any social media posts pursuant to this Agreement that promote, endorse or feature Sky’s brand or products or services (“**Relevant Posts**”) must be compliant with the above Guidance, applicable law and regulations, including ensuring that the biography on all relevant social media accounts accurately reflect the association with Sky.
- 1.3. To ensure that both Sky and the Influencer comply with applicable law and regulations, these Guidelines set out certain key applicable rules that the Influencer is required to comply with in providing the Services under this Agreement.

#### 2. Interpretation

In these Guidelines, “You” refers to the Influencer and “We” or “Us” refers to Sky.

#### 3. Ads should be recognisable as ads

- 3.1. You and Sky acknowledge that ensuring audiences know they are being advertised to is the priority. Everyone involved in the content creation process (the Influencer, Sky, any Agency or other third party) is responsible for ensuring that paid promotions are clearly labelled and identified as such. All involved parties may be held to account by the relevant regulatory bodies, including the ASAI and the CCPC.

#### 3.2. Labels

- 3.2.1. You must ensure that Relevant Posts are clearly and prominently labelled as an advertisement (“**Label**”).
- 3.2.2. You will use at least one of the recommended ASAI and CCPA approved primary advertisement labels as a Label with or without a ‘#’ to designate that a Relevant Post is an advertisement:
  - Ad or #Fogra
  - Advert



- Advertising
- Advertisement
- Paid Partnership

3.2.3. For unsolicited products or services #Gifted or #Féirín can be used. You will not use ambiguous terms as labels. Examples of ambiguous terms include:

- Supported by/Funded
- In association with
- Thanks to Sky for making this possible
- Just @ [mentioning the brand]
- Gifted
- Sponsorship/Sponsored

3.2.4. You will ensure that the Label that appears on a Relevant Post is capable of being understood by consumers by avoiding the use of abbreviations or words that consumers are unlikely to understand or be familiar with. The following “secondary advertisement labels” can be used provided they are used in addition to (and following) a primary label from 3.2.2 above.

- #Collaboration.
- #Brand Ambassador.
- #Sponsored.
- #Affiliate.
- #PRStay.
- #PRInvite.
- #PressDrop.
- #OwnBrand#
- #BrandInvestor#
- #PreviousCommercialRelationship.
- Custom Labels - #IWorkWith[Company]

## **Annex 2**

### **Brand Guidelines**

The current version of Sky’s Brand Guidelines can be found at <https://sky.itgcanopy.com> (which will require registration and signing in the portal).