



## ITV Standard Terms and Conditions for Third Party Suppliers of Goods, Services and Facilities

### 1. INTERPRETATION AND DEFINITIONS

1.1 In these Terms and Conditions, unless otherwise stated or unless the context otherwise requires:

**Acceptance in Principle** means ITV has accepted in principle by written confirmation to the Supplier that the PSC Contractor be engaged to provide the Services.

**Affiliate** means in relation to a company, that company and its group undertakings from time to time (as defined in sections 1161 and 1162 of the Companies Act 2006).

**Agreement** means the Terms and Conditions, the Annexes to the Terms and Conditions, the Purchase Order and/or the Order Form.

**Applicable Laws** means any law, statute, enactment, ordinance, order, code, sanction, regulation, guidance or other similar instrument (including but not limited to those relating to anti-bribery, anti-corruption and anti-tax evasion such as the Bribery Act 2010 and Criminal Finances Act 2017 and the Proceeds of Crime Act 2002 and the Terrorism Act 2000) in any jurisdiction, including any jurisdiction from which the Goods and/or Services and/or Facilities are provided or in which any Goods and/or Services and/or Facilities are received, which relate to the performance of the Agreement.

**Authorised User** means those employees, agents and independent contractors of ITV and the ITV Group who are authorised by ITV to use the SAAS Services.

**Background IPR** has the meaning given in clause 7.1.

**Business Day** means any day which is not a Saturday, a Sunday, or a public bank holiday in England.

**Change** has the meaning given in clause 12.1.

**Charges** means the amount payable for the Goods and/or Facilities supplied and/or the performance of the Services (as applicable), as set out in the Purchase Order and/or Order Form.

**Confidential Information** means any and all secret or confidential commercial, financial, marketing, technical or other information (including but not limited to ITV Data), material, know-how or trade secret (in any form or medium, whether disclosed orally, in writing, visually or electronically, before, during or after the Effective Date and together with any reproductions of such information, material, know-how or trade secret) which is of a confidential or proprietary nature or is received in circumstances in which the receiving party knows or should know that the information, material, know-how or trade secret is confidential.

**Data Protection Laws** means all laws relating to data protection, data privacy and/or information security laws which are applicable to the Services, the provision of Goods and/or Facilities and/or the performance by each party of its obligations under the Agreement and in force from time to time including the UK Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (**EU GDPR**), the EU GDPR as transposed into UK national law by operation of the EU (Withdrawal) Act 2018 (**UK GDPR**); any other applicable laws and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the Privacy and Electronic Communications (EC Directive) Regulations 2003) in each case as amended, repealed, replaced or supplemented from time to time; and the guidance and codes of practice issued by the relevant data protection regulator, Supervisory Authority and applicable to a party. **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing, Special Categories of Personal Data, Supervisory Authority and Appropriate Technical and Organisational Measures** shall have the meanings given to them in the relevant Data Protection Laws.

**Data Protection Losses:** all liabilities, including: (a) costs (including reasonable legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages; and (b) to the extent permitted by Data Protection Laws or other Applicable Laws: (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a data protection or Supervisory Authority or any other competent authority; (ii) compensation payable to a Data Subject; and (iii) the costs of compliance with investigations by a data protection regulator, Supervisory Authority or any other relevant regulator.

**Effective Date** means the date of commencement of the Agreement as set out in the Purchase Order and/or Order Form.

**End Date** means the date the Agreement is to end as set out in the Purchase Order and/or Order Form.

**Facilities** means any facilities identified as such in the Purchase Order and/or Order Form.

**Good Industry Practice** means providing the Services and/or Facilities and/or delivering the Goods (as applicable) and otherwise discharging the obligations and responsibilities of the Supplier under the Agreement: (a) using standards, practices, methods and procedures which are of a quality which would be expected of a highly skilled, experienced and market leading provider of such Services and/or Goods (as applicable) and/or similar Services and/or Goods and/or Facilities (as applicable); and (b) with the degree of skill, care, diligence, prudence, efficiency, foresight and timeliness, which would be expected of a highly skilled, experienced and market leading provider of such Services and/or Goods and/or Facilities (as applicable) and/or similar Services and/or Goods and/or Facilities (as applicable).

**Goods** means all items identified as such in the Purchase Order and/or Order Form and all other deliverables provided by the Supplier in relation to the Services in any form pursuant to the Agreement.

**Hire Period** means the period that the Goods and/or Facilities are on hire to ITV as set out in the Purchase Order and/or Order Form, if applicable.

**Insolvency Event** means one or more of the following events: (i) an administrator, administrative receiver, receiver or manager, liquidator or similar officer is appointed and/or ITV receives notice that one may be appointed in respect of the whole or any part of the Supplier's assets and/or a winding up petition is issued against the Supplier; or (ii) the Supplier proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors.

**Intellectual Property Rights** means patents, trademarks, service marks, logos, trade names and business names, copyright (including future copyright), database rights, design rights, domain names, goodwill and the right to sue for passing off, rights in and to Confidential Information (including know-how, business methods, data and trade secrets), format rights and all other similar or analogous rights, in each case whether registered or unregistered (now known or hereafter developed in all languages) and including all applications for and renewals or extensions of such rights, in each case in any part of the world.

**ITV** means that member of the ITV Group identified as the contracting party on the Purchase Order and/or Order Form.

**ITV Data** means any ITV information, ideas, concepts, data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) of a confidential and/or proprietary nature which are embodied in any electronic, magnetic, optical or tangible media which is shared with the Supplier or otherwise created, obtained, collected, stored, used, accessible by or processed by the Supplier on behalf of ITV pursuant to the Agreement.



**ITV Group** means ITV plc (Company No. 04967001 registered address ITV White City, 201 Wood Lane, London, United Kingdom, W12 7RU) and each of its Affiliates.

**ITV Premises** means premises owned, leased, licensed or otherwise controlled and/or occupied by any member of the ITV Group from time to time.

**ITV Security Requirements** means the security requirements set out in Annex 1 of the Terms and Conditions.

**Liabilities** means any action, award, claim, cost (including legal costs), damage, loss, demand, expense, liability, interest, fine, penalty, taxation or proceeding.

**New IPR** has the meaning given in clause 7.2.

**Order Form** means the order form attached to these Terms and Conditions.

**Prior Notification** means the twenty-one (21) day prior notification period the Supplier provides ITV in advance of the PSC Contractor commencing its Services.

**Programme** means the programme, series or project (as applicable) in respect of which ITV engages the Supplier to provide the Goods and/or Services and/or Facilities as may be set out in the Order Form and/or Purchase Order.

**Prohibited Act** means any direct or indirect breach of the Applicable Laws, including any offence that would constitute an offence under the Bribery Act 2010 or under other legislation or common law concerning fraudulent acts.

**PSC Contractor** means any individual who personally performs or is under an obligation personally to perform any element of the Services and is engaged (either by the Supplier or via any other intermediary or intermediaries) through a limited company or partnership which meets the conditions specified in sections 61O or 61P (as applicable) of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA").

**Purchase Order** means the purchase order issued under the Agreement.

**SAAS Services** means any software as a service to be provided by the Supplier under the Agreement as specified in the Purchase Order and/or Order Form.

**Services** means the services to be provided by the Supplier under the Agreement as specified in the Purchase Order and/or Order Form, which may include SAAS Services, together with any other connected services which may be provided by the Supplier.

**Specification** means the relevant specification for the Goods and/or Services and/or Facilities set out in Purchase Order and/or Order Form or as otherwise agreed between the parties in writing.

**Supplier** means the person, firm or company identified as such in the Purchase Order and/or Order Form.

**Supplier Personnel** means any personnel, worker or employee of the Supplier, any sub-contractor, agent or any other individual who may perform the Services and/or provide Goods and/or Facilities on behalf of the Supplier.

**Term** has the meaning given in clause 3.1.

**Terms and Conditions** means the terms and conditions set out in this document.

**VAT** means Value Added Tax as provided for in the Value Added Tax Act 1994.

1.2 In the Agreement, unless otherwise stated or unless the context otherwise requires:

- a) the terms "including", "includes", "for example", "in particular" and similar terms do not limit the generality of the words preceding those terms;
- b) a reference to a particular law is a reference to it as amended and in force for the time being, and to any legislation which re-enacts or consolidates it, and includes all orders, regulations, instruments and other subordinate legislation for the time being in force made under it; and
- c) headings are for reference only and shall not affect the interpretation of the Agreement.

1.3 If a conflict arises between (i) the Terms and Conditions and the Annexes to it; and (ii) the Purchase Order and/or Order Form, the Terms and Conditions and Annexes shall prevail. If a conflict arises between (i) the Terms and Conditions; and (ii) the Annexes, the Terms and Conditions shall prevail.

## 2. APPLICATION OF TERMS

2.1 These Terms and Conditions apply to the Agreement to the entire exclusion of all other terms and conditions contained or referred to in any acknowledgement or acceptance of order, specification, delivery note or other communication sent by the Supplier to ITV.

## 3. COMMENCEMENT AND TERM

3.1 The Agreement shall commence on the Effective Date and continue until the End Date, unless terminated earlier by either party in accordance with clause 11 of these Terms and Conditions ("Term").

## 4. PROVISION OF GOODS, SERVICES AND FACILITIES

4.1 The Supplier shall:

- a) obtain a Purchase Order number from ITV and shall ensure that the correct Purchase Order number is quoted on all correspondence, advice, invoices and credit notes relating to the Agreement;
- b) if the Supplier is unable to perform the Services and/or supply the Goods and/or provide the Facilities for any reason, it will immediately inform ITV of this fact giving the reason and the likely duration of the inability, but this shall be without prejudice to any rights or remedies available to ITV;
- c) ensure the Goods and/or Facilities and all materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design; and
- d) comply with all reasonable requests and directions of ITV and any other third party working with (and authorised by) ITV and will take reasonable care to ensure that the provision of Goods and/or Facilities and/or performance of the Services shall not interfere with the operations of the ITV Group, its employees or any other third party working with any member of the ITV Group; and
- e) in relation to SAAS Services, grant to ITV and the ITV Group for the duration of the Term a non-exclusive licence to its Authorised Users to use the SAAS Services for their business purposes.

## 5. SUPPLIER PERSONNEL

5.1 The Supplier shall employ and engage sufficient Supplier Personnel to provide the Goods and/or Services and/or Facilities in accordance with the terms of the Agreement. Any and all of the Supplier Personnel will remain under the overall supervision, direction and control of the Supplier at all times.

5.2 The Supplier shall, and will procure that any Supplier Personnel, shall

- a) comply with any relevant policies and procedures of ITV which are notified to the Supplier prior to or during the Term from time to time, including ITV's Supplier Code of Conduct found here: <https://www.itvplc.com/about-itv/corporate-governance/suppliers>;
- b) observe all health and safety rules and regulations and any further security or other requirements that apply at any of the ITV Premises and any others that have been communicated to the Supplier by ITV. ITV reserves the right to refuse the Supplier (and any of its Supplier Personnel) access to any ITV Premises, which shall only be given to the extent necessary for the



- performance of the Services and/or provision of Goods and/or Facilities; and
- c) comply with the terms of ITV's policies regarding the use of its information technology systems and/or ITV Data (including, without limitation, Annex 1 of these Terms and Conditions) if applicable to the Services and/or Goods and/or Facilities being provided.
- 5.3 The Supplier shall not provide to ITV or otherwise utilise in the provision of any Services any individual who could reasonably be considered to be a PSC Contractor, unless:
- (a) There is a Prior Notification. The Supplier acknowledges and accepts that ITV's ability to discharge its legal obligation to issue Status Determination Statements (as defined in clause 5.4) to it and its PSC Contractors is dependent on the Supplier complying with this obligation; and
- (b) There is Acceptance in Principle.
- 5.4 In the event both Prior Notification and Acceptance in Principle take place, the Supplier shall: (i) immediately following Acceptance in Principle, provide such information and assistance as ITV shall reasonably specify in writing from time to time, for the purposes of issuing a status determination statement pursuant to section 61 ITEPA (the "**Status Determination Statement**"); and (ii) provide reasonable assistance to ITV in order to respond to any appeal which the PSC Contractor may lodge in consequence of a Status Determination Statement issued by ITV.
- 5.5 If the Status Determination Statement issued by ITV to the Supplier provides that the PSC Contractor is inside IR35, the Supplier shall make such deductions of income tax and National Insurance contributions from any payments to the PSC Contractor and shall make such payment of employer National Insurance contributions and apprenticeship levy in respect of such payment, as is required by Applicable Laws. In the event the PSC Contractor supplies the Services via a third-party intermediary other than the Supplier, the Supplier shall procure that such third-party entity shall comply with any obligations to make such deductions or contributions as is required by law from any payment to the PSC Contractor.
- 5.6 The Supplier shall supply to ITV (i) upon request, any information required to complete a Status Determination Statement, and (ii) as soon as reasonably practicable upon becoming aware of such information, any information of which the Supplier becomes aware which is likely to be relevant to the ongoing applicability and accuracy of a Status Determination Statement. ITV shall be entitled at any time to require the Supplier to immediately cease to provide the Services using the PSC Contractor if he or she is deemed to be inside IR35.
- 5.7 The Supplier shall continue to make such deductions of income tax and National Insurance contributions in accordance with the Status Determination Statement in respect of all subsequent payments made to the relevant PSC Contractor in respect of the Services, unless notified otherwise by ITV.
- 5.8 The Supplier undertakes to account for deductions of income tax, apprenticeship levy, National Insurance contributions, associated interest and/or penalties arising, or payment of employer National Insurance contributions, in respect of any PSC Contractor, and indemnifies and shall keep ITV and each member of the ITV Group indemnified against any Liabilities arising out of or in connection with: (i) any claims against ITV or any member of the ITV Group in respect of any payments made to the Supplier under this Contract; (ii) any non-payment by the Supplier and/or the Supplier Personnel of any such taxes and contributions due; (iii) any breach of clauses c) to 5.8; and (iv) any claim by any of the Supplier Personnel that they have the status of an employee or worker with ITV or any member of the ITV Group, including in all cases any interest or penalty for late payment, imposed by any fiscal authority or governmental agency in respect of any Charges or sums payable to the Supplier herein. This indemnity shall continue in full force notwithstanding termination or expiry of this Contract. Without prejudice to this indemnity, if, for any reason, ITV or any member of the ITV Group shall become liable to pay, or shall pay, any such taxes or other payments as referred to in this sub-clause, ITV shall be entitled to deduct from any amounts payable to the Supplier all amounts so paid or required to be paid by ITV and, to the extent that any amount of taxes paid or required to be paid by ITV shall exceed the amounts payable by ITV to the Supplier, the Supplier shall indemnify ITV and all members of the ITV Group in respect of such liability and shall, upon demand, forthwith reimburse ITV such excess.
6. **DELIVERY, RISK AND OWNERSHIP**
- 6.1 If applicable, the Goods shall be delivered to the location specified in the Purchase Order and/or Order Form, or to such other location or in such other format as may be specified by ITV, at the Supplier's own cost. The Supplier shall ensure that the Goods are accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Purchase Order, and a full and accurate description of the number of packages and the full contents of the delivery. This clause shall apply irrespective of whether the Goods are physically or electronically delivered.
- 6.2 Without prejudice to clause 7 (Intellectual Property Rights), title and risk in the Goods shall pass to ITV when delivery, whether physical or electronic (as directed by ITV), is complete (including, in the case of physical delivery, off-loading and stacking or, in the case of electronic delivery, ITV having full accessibility to the Goods through its computer environment), unless payment for the Goods is made prior to delivery, in which case title to the Goods shall pass to ITV once payment has been made by ITV in accordance with the Agreement.
- 6.3 Where ITV pays for Goods prior to delivery the Supplier shall:
- a) ensure the Goods are stored, physically or electronically as applicable, separately from all its other stock and clearly marked as the property of ITV; and
- b) allow ITV access to the Supplier's premises and/or computer environment in order to take possession of the Goods on request.
- 6.4 The Supplier shall, at its sole expense until delivery of the Goods in accordance with the Agreement, insure the Goods against all risks to their full replacement value.
- 6.5 The Goods shall be delivered to ITV on the date specified in the Order Form and/or Purchase Order or, if no date is specified, within 14 days of the Effective Date. Time of delivery shall be of the essence of the Agreement.
- 6.6 In the event that the Goods are supplied for hire only:
- a) clauses 6.2 and 6.3 shall not apply;
- b) risk in the Goods shall pass to ITV when delivery is complete or, where applicable, upon collection of the Goods by ITV from the Supplier;
- c) risk in the Goods shall pass back to the Supplier upon (i) return of the Goods by ITV to the Supplier, (ii) collection of the Goods by the Supplier, or (iii) the end of the Hire Period, whichever is the earlier;
- d) unless specified otherwise in the Purchase Order and/or Order Form or agreed with the Supplier in writing, the Supplier shall collect the Goods from ITV at the end of the Hire Period; and
- e) notwithstanding clauses 6.6(b) and 6.6(c) above, the Supplier shall remain responsible for any maintenance and repair of the Goods during the hire period, whether due to fair wear and tear or any inherent fault or defect.



## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights belonging to a party prior to the Effective Date shall remain vested in that party ("**Background IPR**").
- 7.2 All Intellectual Property Rights created by the Supplier in the course of providing the Services and/or Goods and/or Facilities and/or producing the Goods ("**New IPR**") shall belong to and vest immediately on creation in ITV.
- 7.3 The Supplier hereby assigns absolutely and irrevocably (and shall procure that all relevant third parties assign absolutely) to ITV (or at ITV's option, any member of the ITV Group), by way of present assignment of existing and all future property, rights, title and interest, all New IPR, with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party, together with the right to take action for any past, present and future damages and other remedies in respect of any infringement or alleged infringement of such New IPR.
- 7.4 Supplier shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may be reasonably required for the purpose of giving full effect to the assignment at clause 7.3 including: (a) registration of ITV as proprietor, registrant or applicant as applicable of the New IPR; (b) assisting ITV in obtaining, defending and enforcing the New IPR and assisting with any other proceedings which may be brought by or against ITV or by any third party relating to the New IPR.
- 7.5 The Supplier shall ensure that all relevant third parties waive any moral rights in or relating to any New IPR and shall on request provide ITV with written evidence of such waiver.
- 7.6 The Supplier hereby grants to ITV, each other member of the ITV Group and their respective agents and contractors, a worldwide, royalty-free, non-exclusive, perpetual, transferable licence (with the right to grant sub-licences) to use the Supplier's Background IPR to the extent necessary and/or desirable to enjoy its rights in the Services and/or the Goods and/or Facilities.
- 7.7 ITV hereby grants to the Supplier a non-exclusive, royalty-free, revocable, non-transferable licence during the Term to use the New IPR solely to the extent necessary for performing the Services and/or delivering the Goods and/or Facilities in accordance with the Agreement.
- 7.8 This clause 7 (and the grant of rights within it) shall survive termination.

## 8. PRICE AND PAYMENT

- 8.1 In consideration of the provision of the Services and/or delivery of the Goods and/or Facilities by the Supplier as applicable, ITV shall pay the Charges set out in the Purchase Order and/or Order Form. The Charges shall be exclusive of VAT, unless otherwise stated in the Purchase Order and/or Order Form.
- 8.2 The Supplier shall submit invoices in accordance with the instructions on the Purchase Order and/or Order Form, or if no invoice submission terms are specified therein, upon acceptance of the Goods, Services and/or Facilities, as applicable.
- 8.3 Save in the case of a genuine dispute, ITV shall instruct payment of all undisputed Charges due and payable by the last day of the month following the month in which the invoice is received. Payment will be made by BACS transfer to the account details provided by the Supplier to ITV in writing.
- 8.4 Each party shall be entitled to receive interest on any payment not made when properly due pursuant to the terms of the Agreement ("**Due Date**") at the rate of 1% per annum above the base lending rate of Barclays Bank plc. Such interest shall accrue on a daily basis from the Due Date until the date of

actual payment of the overdue amount whether before or after judgement. The parties acknowledge and agree that this clause provides them with a substantial remedy in respect of any late payment of sums due under the Agreement.

- 8.5 If ITV disputes any sums set out in an invoice, then it will notify the Supplier in writing before the Due Date for payment and will pay any amounts set out in that invoice to the extent they are not disputed. ITV and the Supplier shall meet within seven (7) Business Days of receipt of a written notice from ITV under this clause to attempt to resolve the dispute.
- 8.6 ITV may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Supplier against any amounts payable by it to the Supplier.

## 9. WARRANTIES AND INDEMNITY

- 9.1 The Supplier warrants and represents to ITV that:
- the Services and/or Goods and/or Facilities shall be provided in accordance with Good Industry Practice and shall be fit for the purpose held out by the Supplier or made known to it either expressly or by implication by ITV;
  - it has, and will at all times have, full authority to grant the licences granted by it under the Agreement;
  - ITV's receipt and use of the Services and/or Goods and/or Facilities will not will not infringe any third-party rights including Intellectual Property Rights (or moral rights);
  - the Services will comply with all Applicable Laws at the time when the Services are performed;
  - the Goods and/or Facilities will comply with all Applicable Laws relating to the manufacture and sale (and/or hire, where applicable) of the Goods at the time when the same are supplied;
  - it shall: (i) not commit a Prohibited Act or do or suffer anything to be done, or omit to do anything, which would cause the ITV Group or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Applicable Laws or otherwise incur any liability in relation to the Applicable Laws; (ii) not, nor to the best of its knowledge shall any Supplier Personnel, have at any time prior to the Effective Date committed a Prohibited Act or been notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act or been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; (iii) establish, maintain and enforce, and require that its subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Applicable Laws and prevent the occurrence of a Prohibited Act and keep appropriate records of its compliance with its obligations under this clause and make such records available to ITV on request; (iv) promptly notify ITV in writing if it becomes aware of any breach of this clause, or (to the extent permitted by law and where this would not prejudice the victims) has reason to believe that it has, or any Supplier Personnel have, been subject to an investigation of or prosecution for an alleged Prohibited Act or been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act, which, in each case, relates to or would have an adverse impact on the provision of the Goods and/or Services and/or Facilities to ITV or any member of the ITV Group or to their reputation and promptly remediate



- such Prohibited Act. If the Supplier is in default under this clause 9.1(f), ITV may by notice require the Supplier to remove any Supplier Personnel whose acts or omissions have caused the default from performance of the Services and/or provision of the Goods and/or Facilities and/or immediately terminate the Agreement;
- g) it shall (and shall ensure its Supplier Personnel performing Services and/or providing Goods and/or Facilities in accordance with the Agreement) comply with the Modern Slavery Act 2015 and shall not do or omit to do anything which will directly lead ITV to being in breach of such relevant requirements; and
- h) it shall act in good faith at all times towards the ITV Group and in performance of the Services and provision of Goods and/or Facilities, and not bring any member of the ITV Group into disrepute.
- 9.2 The Supplier shall indemnify, keep indemnified, defend and hold harmless ITV and each member of the ITV Group against any and all Liabilities made against, incurred or suffered by any of them, and whether wholly or in part resulting directly or indirectly from, or connected in any way with any of the matters listed below, whether or not such Liabilities were foreseeable at the Effective Date:
- a) any infringement or alleged infringement (whether or not under English law) of any third party's Intellectual Property Rights or other rights arising from the receipt of the Services or its use of any Facilities and/or possession of any Goods (including the Supplier's Background IPR and/or New IPR);
- b) any breach of clause 13 and/or clause 14; and
- c) any claim brought by a third party against ITV or any member of the ITV Group to the extent that such claim is, or is alleged to be, caused by or based on any default, act or omission of the Supplier, any Supplier Personnel or the Supplier's agents.
- 9.3 The parties acknowledge and agree that there shall be no transfer, whether pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or otherwise, of the contracts of any Supplier Personnel to ITV or any future supplier of any Services appointed by ITV in place of the Supplier ("**Future Supplier**") on the expiry or earlier termination of the Agreement (whether in whole or in part). In the event that there is any such transfer of any contract of employment, the Supplier shall indemnify ITV fully (and pay to ITV such sums as would, if paid to a Future Supplier, keep the such Future Supplier indemnified fully) against all Liabilities incurred directly or indirectly in relation to any such transfer (including in relation to the termination of any transferring contract of employment).
10. **LIABILITY AND INSURANCE**
- 10.1 The Supplier shall take out and maintain adequate insurance in respect of all risks it is prudent for the Supplier to insure against, having regard to the Supplier's possible liabilities to ITV (including but not limited to): (i) employers' liability insurance of not less than £10 million in respect of any one occurrence; (ii) public liability insurance of not less than £5 million in respect of any one occurrence; and (iii) product liability insurance of not less than £5 million in the aggregate for all claims arising in any year. Where the Supplier is providing professional advice in return for a fee, the Supplier will have professional indemnity insurance on a claims made aggregate basis. Geographical and jurisdiction insurance policy limits should be relevant to the location and potential third-party claimants. Where the Supplier engages any subcontractors, the Supplier shall either ensure that the insurance requirements specified in this clause 10 extend to cover the legal liabilities of any subcontractor or that such subcontractor holds its own insurance which complies with this clause 10.
- 10.2 Nothing in the Agreement limits or excludes the liability of either party:
- a) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its employees, and in the case of the Supplier, by Supplier Personnel;
- b) for death or personal injury caused by its negligence or that of its employees, and in the case of the Supplier, by Supplier Personnel;
- c) under clause 9 (*Warranties and Indemnity*);
- d) for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- e) to the extent such limitation or exclusion is not permitted by law.
- 10.3 Subject to clause 10.2, ITV shall not be liable to the Supplier for any consequential or indirect loss or damage or any loss of profits (whether direct or indirect), in each case whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise.
- 10.4 Subject to clause 10.2, the total aggregate liability of ITV and each other member of the ITV Group to the Supplier (in addition to payment of any amounts properly due) under or in connection with the Agreement whether in contract, tort (including negligence) or otherwise howsoever caused, shall in no event exceed the total Charges due to the Supplier (paid or payable) in the 12 months immediately preceding the event under which the liability arose.
11. **TERMINATION, REMEDIES AND SUSPENSION**
- 11.1 ITV shall have the right to terminate the Agreement, in whole or in part, for convenience by giving the Supplier not less than 14 days' prior written notice. ITV shall pay to the Supplier those demonstrable costs incurred for the Services performed and/or Goods delivered and/or Facilities provided as at the date the termination notice was given.
- 11.2 ITV may terminate the Agreement, in whole or in part, with immediate effect on giving written notice to the Supplier, if:
- a) ITV (or any member of the ITV Group) believes in its sole discretion in good faith that the relationship or association between itself and the Supplier and/or that the acts or omissions of the Supplier or any third parties connected with the provision of the Services and/or Goods may bring ITV or any member of the ITV Group's good name and/or reputation into disrepute;
- b) the Supplier undergoes a change of control (as defined by section 1124 Corporation Tax Act 2010); and/or
- c) the Supplier is in breach of any of clauses 9, 10, 13, 14 or 16.11.
- 11.3 Either party may terminate the Agreement immediately by notice in writing if the other party:
- (a) is in material or continuing breach of any of its obligations under the Agreement and fails to remedy the breach (if capable of remedy) within a period of 30 days after receiving written notice from the other party; and/or
- (b) is affected by an Insolvency Event.
- 11.4 Without prejudice to any other right or remedy ITV may have, if any Goods and/or Services and/or Facilities are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Agreement, ITV shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services and/or Facilities have been accepted by ITV:
- a) Reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid by the Supplier to ITV;
- b) require the Supplier to promptly remedy at its expense any defect in the Goods and/or Facilities, or to supply replacement Goods and/or Facilities and/or carry out



- any other necessary work to ensure that the terms of the Agreement are fulfilled;
- c) refuse to accept any further deliveries of the Goods or the provision of any further Services and/or Facilities without any liability to ITV; and/or
  - d) claim damages.
- 11.5 Any termination or expiry of the Agreement shall be without prejudice to the accrued rights and liabilities of each party, or the coming into force or continuation of any other clauses and provisions of the Agreement which are expressly or by implication intended to come into force or continue in force on or after termination or expiry, including clauses 7, 9, 10, 11, 13, 14, 15 and 16.
- 11.6 On expiry or termination of the Agreement for any reason, the Supplier shall immediately:
- a) deliver to ITV all materials, information, data and equipment belonging to or provided by ITV to the Supplier for the purpose of the Agreement, together with all Confidential Information, and if the Supplier fails to do so, ITV shall be entitled to enter the Supplier's premises and take possession of any items that should have been returned to it;
  - b) where Services are being provided on ITV Premises, vacate the location where it is performing Services in connection with the Agreement; and
  - c) provide (at its own cost and expense) all such assistance to ITV and/or any third party nominated by ITV to enable the smooth and orderly transfer of the Services to ITV or its nominated third party, including the transfer of any knowledge relevant for the continued provision of the Services.
12. **CHANGES TO THE GOODS, SERVICES AND FACILITIES**
- 12.1 ITV may request a change in the Goods and/or Facilities and/or Services (including the method or timing of their performance or delivery) (a "**Change**") in accordance with this clause 12. A Change shall not be effective unless agreed in writing by the parties.
- 12.2 If ITV requests a Change, the Supplier shall, acting reasonably and in good faith, within a reasonable time (and in any event not more than five (5) Business Days after receipt of the ITV's request), provide a written estimate to ITV of:
- a) the likely time required to implement the Change;
  - b) any necessary variations to the Charges arising from the Change; and
  - c) any other impact of the Change on the Agreement.
- 12.3 If ITV requests a Change in accordance with this clause 12, the Supplier shall not unreasonably withhold or delay consent to it.
13. **CONFIDENTIALITY**
- 13.1 Subject to clause 13.2, each party (the "**Receiving Party**") shall treat and keep secret and confidential all Confidential Information belonging to the other party and shall not use nor disclose the same, save for the purposes of the proper performance of the Agreement or with the prior written consent of the other party. For the avoidance of doubt, the existence and terms of the Agreement and of the Services provided under the Agreement shall be Confidential Information.
- 13.2 Clause 13.1 shall not apply to the extent that:
- a) the Receiving Party needs to have or disclose Confidential Information of the other party to any Affiliate, sub-contractor, agent or employee of the Receiving Party in order to fulfil its obligations and/or exercise its rights under the Agreement or to receive the benefit of the Services, provided always that the Receiving Party shall procure that such person to whom the Confidential Information is disclosed is subject to confidentiality and non-use provisions at least as stringent as those set out in this clause 13 and keeps the Confidential Information secret and confidential and does not use it except to comply with the Receiving Party's obligations under the Agreement; or
  - b) any Confidential Information of the Supplier is embodied in or otherwise incorporated into any Goods, or
  - c) any Confidential Information is in the public domain at the Effective Date, or at a later date comes into the public domain, where such Confidential Information has not come into the public domain through a breach of the Agreement, or
  - d) any Confidential Information is required to be disclosed pursuant to any Applicable Laws or regulatory authority.
- 13.3 The Supplier will not, and will not allow third parties to, use the Confidential Information (or any content, data, output, or other information received or derived from the Confidential Information) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models or weights.
- 13.4 Where applicable, the Supplier shall, and procure that any Supplier Personnel shall: (i) keep any information relating to the Programme confidential; and (ii) not disclose in any manner whatsoever any information, photographs, newsworthy articles or publicity of any kind relating directly or indirectly to the Programme or ITV's affairs to single or multiple recipient(s), or onto the internet or by means of other technologies, including without limitation, all social media and social networking websites such as Instagram, Twitter and Facebook, blogs, multimedia messaging and similar means of communication.
- 13.5 This clause 13 shall survive termination of the Agreement.
14. **DATA PROTECTION**
- 14.1 The Supplier shall comply with the data protection provisions set out in Annex 2 of these Terms and Conditions.
15. **AUDIT**
- 15.1 The Supplier shall keep at its principal place of business during, and for at least 7 (seven) years after the expiry or earlier termination of the Term, separate, complete and accurate books of account and records together with all relevant supporting documentation which relate to or affect the Agreement ("**Records**").
- 15.2 The Supplier shall procure that ITV and/or ITV's representatives have reasonable access to the Supplier's principal place of business to inspect and audit the Records (with the right to make copies and take excerpts) to verify that the Supplier is performing its obligations in accordance with the terms of the Agreement, including verifying:
- a) the accuracy of the Charges; and
  - b) the Supplier's compliance with any Applicable Laws.
- 15.3 Any audit, investigation or monitoring undertaken in accordance with this clause 15 shall be subject to ITV providing at least five (5) Business Days' notice to the Supplier of any audit it intends to carry out pursuant to these provisions save for any audit, investigation or monitoring which is either required by a regulatory authority or which is required by ITV for reasons of suspected fraud or non-compliance (in which case the regulatory authority or ITV (as the case may be) shall not be required to give notice for its audit) (a "**Regulatory Audit**").
- 15.4 Any audit under this clause 15 shall be carried out during normal business hours during the Term and up to 7 (seven) years after the expiry or earlier termination of the Term, provided that not more than 1 (one) such inspection and audit may be carried out during any particular year (except for Regulatory Audits, for which there shall be no yearly limit).



- 15.5 If an audit reveals any non-compliance by the Supplier with the provisions of the Agreement, the Supplier shall correct that non-compliance as soon as reasonably practicable and, at no additional cost to ITV, report to ITV on the progress of taking the correcting action and reimburse ITV for its costs (including professional fees and expenses) incurred in conducting the audit and producing any audit report (including professional fees and expenses).
- 15.6 If an audit reveals an incorrect calculation of the Charges, or any other sums payable under the Agreement, the Supplier shall promptly make an appropriate correcting payment or credit of any monies due to ITV.
- 15.7 If the audit reveals any overcharging by the Supplier by an amount in excess of 5% of the correct value of the Charges due and payable by ITV in any calendar year the Supplier shall reimburse ITV for its costs (including professional fees and expenses) incurred in conducting the audit and producing any audit report (including professional fees and expenses).
- 15.8 The Supplier shall procure that each agreement which it enters into with its sub-contractors in accordance with the Agreement permits ITV and ITV's auditors to exercise the rights set out in this clause 15.
- 15.9 Subject to clauses 15.5 and 15.7, the parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 15.
16. **GENERAL**
- 16.1 **Waiver:** A waiver of any right under the Agreement is only effective if it is in writing and it shall apply only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 16.2 **Cumulative Rights:** Unless specifically provided otherwise in the Agreement, rights arising under the Agreement are cumulative and do not exclude rights provided by law, save to the extent that such rights are inconsistent with those rights expressly set out in the Agreement.
- 16.3 **Assignment and Sub-contracting:** The Supplier shall not, without the prior written consent of ITV, assign, transfer, charge, sub-contract or otherwise deal with all or any of its rights or obligations under the Agreement. Notwithstanding the above, the parties acknowledge that the Supplier is responsible for resourcing appropriate Supplier Personnel to provide the Services and, unless otherwise agreed, shall be entitled to substitute Supplier Personnel as it deems appropriate providing this does not cause disruption to the provision of the Services to ITV. ITV may, without consent, at any time assign, transfer, charge, sub-contract or otherwise deal with all or any of its rights or obligations under the Agreement to any member of the ITV Group.
- 16.4 **No Partnership or Agency:** The Supplier and ITV shall be independent contractors and nothing in the Agreement shall create or be deemed to create a partnership, joint venture, principal-agent or employer-employee relationship between the parties (or between any member of the ITV Group and the Supplier or any member of the ITV Group and any of the Supplier Personnel) and neither party shall have authority to bind the other in any way.
- 16.5 **Third Party Rights:** Except as set out in this clause 16.5, a person who is not a party to the Agreement has no rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. Each and every obligation of the Supplier under the Agreement is owed to ITV and each other member of the ITV Group who may enforce the terms of the Agreement under the Agreements (Rights of Third Parties) Act 1999 and references to ITV in the context of the Supplier's obligations shall be construed accordingly. If a person who is not a party to the Agreement is stated to have the right to enforce any of its terms under the Agreements (Rights of Third Parties) Act 1999, the parties may rescind or vary the Agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person.
- 16.6 **Notices:**
- 16.6.1 Any notice given under the Agreement shall be in writing and shall be:
- served by hand, prepaid first class recorded delivery or first class registered post, marked for the attention of the person, and sent to the address set out in the Purchase Order and/or Order Form; or
  - sent by email to the address set out in the Purchase Order and/or Order Form.
- 16.6.2 Any notice shall be deemed to have been served:
- if served by hand, at the time of delivery;
  - if sent by prepaid first class recorded delivery or first class registered post, at the expiration of forty-eight (48) hours after being placed in the post;
  - if sent by email, at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when normal business hours resume.
- 16.6.3 This clause does not apply to the service of any proceedings or any documents in any legal action, or where applicable, any arbitration or other methods of dispute resolution.
- 16.7 **Further Assurance:** Each party shall, at the request of the other party, execute or cause to be executed all documents and do and cause to be done all further acts and things as that other party may reasonably require to give full effect to the Agreement.
- 16.8 **Entire Agreement:** The Agreement constitutes the entire agreement and understanding of the parties, and supersedes all previous agreements and understandings between the parties in relation to the subject matter of the Agreement. In entering into the Agreement, the Supplier has not relied on any statement, representation, warranty, understanding, promise or assurance of any person, other than as expressly set out in the Agreement. The Supplier waives all rights and remedies which, but for this clause 16.8, it might otherwise have had in relation to any of the foregoing. Nothing in this clause shall limit or exclude any liability for fraud, fraudulent misrepresentation or fraudulent misstatement.
- 16.9 **Severance:** If any term of the Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term will, insofar as it is severable from the remaining terms, be deemed omitted from the Agreement and will in no way affect the legality, validity or enforceability of the remaining terms.
- 16.10 **Variation:** No variation or modifications to the Agreement will be effective unless in writing and signed by both parties.
- 16.11 **Injunctive Relief:** In the event of any claim of whatever nature by the Supplier against ITV, the Supplier shall be limited to the Supplier's remedy at law for damages, if any, and the Supplier shall not be entitled to enjoin, restrain or interfere with the production, advertising, publicising, exhibiting or exploitation of any of ITV's rights pursuant to the Agreement or any programme and/or any ancillary or subsidiary rights relating to any programme. This clause 16.11 shall survive termination of the Agreement.
- 16.12 **Governing Law and Jurisdiction:** The Agreement and any non-contractual obligations arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.



## Annex 1 ITV Security Requirements

The Supplier must comply with the following security requirements unless otherwise agreed in writing with ITV:

### 1. GENERAL SECURITY REQUIREMENTS

- (a) In addition to any audit requirements set out in the Agreement, the Supplier shall permit ITV to perform a security assessment and audit of the Supplier:
  - (i) each calendar year, in order to address any security issues raised by the ITV (or notified to ITV by the Supplier) relating to ITV Data or the Services and/or Goods; and/or
  - (ii) if an information security incident arises.
- (b) The Supplier shall promptly respond to and complete in full any security questionnaire provided to it by ITV from time to time (and the Supplier acknowledges that ITV's approval of any of its answers submitted in response to such security questionnaire shall not relieve the Supplier of any of its obligations set out in the Agreement or prejudice any of ITV's rights under the Agreement). The Supplier, upon request and if applicable, shall promptly provide copies of its most recent (and complete) information security accreditation or certification to ITV for review and audit purposes.
- (c) The Supplier, upon request, shall provide copies of its information security policy and acceptable use policy to ITV for review and audit purposes.
- (d) The Supplier shall in accordance with Good Industry Practice provide data protection training, including security awareness training, for all Supplier Personnel who will have access to ITV networks and ITV Data.
- (e) The Supplier end point devices used in providing the Services and/or Goods to ITV shall have the following installed: up to date application and operating system patching and industry leading antivirus, firewall and disk encryption.
- (f) The Supplier shall regularly (at least once per quarter) perform network security audits to ensure risks to the Supplier network are managed.
- (g) Any software used in the engagement with ITV (including third party software) shall be legitimately licensed.
- (h) The Supplier shall use an operating system that has full support from its vendor. If such operating system reaches its end of life and has no support provided from a vendor then the Supplier shall promptly inform ITV's cyber security team of this and provide full information on their change management strategy.

### 2. DATA STORAGE AND HANDLING

- (a) ITV Data shall be encrypted at rest using encryption methods which are in accordance with Good Industry Practice. This includes, but is not limited to, mobile devices as well as systems and platforms including Cloud platforms.
- (b) ITV Data shall only be stored within the Supplier's organisation and not transmitted to a third party in any form except to the extent ITV directs the Supplier to do so in writing.
- (c) In the case of other permitted third parties providing a hosting service to the Supplier agreed by ITV, the Supplier shall undertake due diligence in accordance with Good Industry Practice to ensure the security worthiness of these third parties.
- (d) ITV Data shall not be stored on laptop computers or other portable computing devices (including mobile phones), unless required in the performance of the Agreement and agreed in writing with ITV.

- (e) The Supplier shall comply with any data retention/deletion periods specified by ITV.
- (f) Upon expiry or termination of the Agreement, the Supplier shall use mutually agreed-upon data destruction processes to eliminate all ITV Data from all Supplier systems and applications, and any paper-based records. This is to include any ITV Data held by permitted third parties.
- (g) Upon expiry or termination of the Agreement, the Supplier shall use mutually agreed upon processes to revoke their access to all ITV systems.

### 3. BUSINESS CONTINUITY PLANNING/DISASTER RECOVERY

- (a) The Supplier shall backup ITV Data for recovery purposes.
- (b) The Supplier shall store backed-up ITV Data using encrypted media in accordance with Good Industry Practice.
- (c) The Supplier shall check the validity of backed-up ITV Data on periodic intervals to ensure that ITV Data is available when required.
- (d) Access to backup media containing ITV Data shall be restricted to authorised Supplier Personnel only. This is also to include any off-site storage or cloud backup solutions.
- (e) The Supplier shall ensure that batch jobs and critical interfaces concerning ITV processes, data or systems are monitored in accordance with Good Industry Practice.
- (f) The Supplier shall have a business continuity plan or disaster recovery plan that aligns in resilience to the service levels and Good Industry Practice, should any impact to the service adversely affect ITV.
- (g) The Supplier shall review and test their business continuity plan or disaster recovery plan at least annually.

### 4. INCIDENT MANAGEMENT

- (a) The Supplier shall follow an information security incident response plan that aligns with Good Industry Practice and supports the Services and/or Goods and/or Facilities.
- (b) The Supplier incident response plan should be clearly communicated to ITV and the appropriate escalation contact points agreed and reviewed, or changes notified to ITV within a reasonable timeframe.
- (c) The Supplier shall immediately (and in any event within twenty-four hours) notify and update the agreed ITV security representative of any information security incidents relating to ITV Data or systems.

### 5. WORKPLACE SECURITY

- (a) Entry to the Supplier's premises where ITV Data is stored, processed, or may be accessed shall be restricted to authorised Supplier Personnel only.
- (b) The Supplier shall maintain a log of physical access to production and restricted spaces where ITV Data is stored, processed or may be accessed.
- (c) The Supplier must maintain a process for visitors to the Supplier's premises and ensure that access by visitors is restricted to those areas they are permitted entry to (which shall exclude areas where ITV Data is stored, processed or may be accessed).

### 6. OPERATIONAL MANAGEMENT

- (a) The Supplier shall have a change management procedure in line with Good Industry Practice for systems that store, process, or access ITV Data or systems.
- (b) The Supplier shall have separate development, testing, pre-production and production environments which comply with Good Industry Practice.
- (c) The Supplier shall not use ITV Data in the Supplier's development, test or pre-production environments.





- (d) The Supplier shall maintain segregation of duties to ensure no unauthorised changes are made in the production environment.
- (e) ITV Data shall be stored in a separate system or database from data belonging to, or accessed by, other companies. If this is not possible, adequate controls shall be in place to ensure that a compromised system or database would not yield ITV Data.
- (f) ITV Data must be tracked, stored and managed according to a documented asset tracking process which aligns with Good Industry Practice to ensure that ITV Data is processed securely.

#### **7. VULNERABILITY MANAGEMENT**

- (a) The Supplier shall have a documented patch management process and procedure in accordance with Good Industry Practice to update and fix security vulnerabilities that might be detected in the system they are providing to ITV.
- (b) The Supplier shall immediately (and in any event within twenty-four hours) notify an ITV security representative of any risks identified that could compromise the confidentiality, integrity, or availability of ITV Data or systems.
- (c) The Supplier shall implement hardening/lockdown processes in accordance with Good Industry Practice within all infrastructure used to store, process or access ITV Data.

#### **8. ACTIVITY AND FAULT LOGS**

- (a) Success and failure for all logins and other security events, for systems used in the provision of the Services and/or Goods and/or Facilities, shall be logged for a period of 180 (one hundred and eighty) days or more.
- (b) A security event monitoring system shall be in place in accordance with Good Industry Practice to cover the Services and/or Goods and/or Facilities, this is to include event correlation and alerting.

#### **9. ACCESS CONTROLS**

- (a) The Supplier shall define and maintain an access management policy and associated procedures in accordance with Good Industry Practice for creation and deletion of accounts, including system and generic accounts.
- (b) The Supplier shall restrict access to ITV Data and systems to authorised Supplier Personnel through the use of unique user IDs.
- (c) Any system being provided to ITV by the Supplier shall have provisions for role-based access control for users segregation to ensure the ability to apply privilege at different levels.
- (d) All access to systems used to store or process ITV Data, or access ITV's systems, shall be restricted on the principle of least privilege.
- (e) All access to systems used to store or process ITV Data, or access ITV's systems, where possible shall use strong

methods of authentication which are available on the market and comply with Good Industry Practice.

- (f) The Supplier shall in accordance with Good Industry Practice define and maintain, where applicable, segregation of duties and sensitive access rulesets which shall be applied while provisioning access.
- (g) All access to systems used to store or process ITV Data, or access ITV's systems, shall be reviewed periodically for appropriateness in accordance with Good Industry Practice.
- (h) All activities performed by privileged/admin/elevated accounts on systems used to store or process ITV Data, or access ITV's systems, where possible shall be monitored using system logs or equivalent records which comply with Good Industry Practice.
- (i) The Supplier shall have an enforced password policy for systems used in the provision of the Services and/or Goods and/or Facilities which shall comply with Good Industry Practice.
- (j) When an administrator assigns a temporary password to an account, the user shall be forced to change the password at the first sign-on.
- (k) Supplier Personnel who no longer require access to ITV Data and/or ITV's systems shall have their permissions revoked or deactivated by the Supplier in a timely and consistent manner (and in no event later than twenty-four (24) hours from the point at which they no longer require access).

#### **10. NETWORK CONNECTIVITY SECURITY**

- (a) Where ITV Data is transmitted or accessed by the Supplier over the internet, the Supplier shall do so in accordance with Good Industry Practice for encryption in transfer.
- (b) Where network connectivity between ITV and the Supplier is required, the connection shall be secured or restricted to only allow the necessary ports / protocols for the provision of the Services and/or Goods and/or Facilities.
- (c) If ITV Data is to be transmitted via email, the email transport shall be encrypted in accordance with Good Industry Practice.
- (d) Where file transfer services are used for any ITV Data, these shall be secured with both encryption and unique user authentication in accordance with Good Industry Practice.
- (e) The Supplier shall have a separate production network with restricted access to the internet and other networks belonging to the Supplier.



## 1. DATA PROTECTION, SECURITY & AI

- 1.1 This Annex applies only to the extent that the Supplier receives, stores, accesses, or Processes Personal Data in connection with the provision of the Goods and/or Services and/or Facilities.
- 1.2 The Supplier will Process Personal Data solely to (i) provide Services, Goods and/or Facilities to ITV, (ii) carry out its obligations under the Agreement, and (iii) carry out ITV's documented instructions. The Supplier will not Process Personal Data for any other purpose, unless required by Applicable Laws, and will not sell, share, retain or re-use Personal Data that it collects or obtains pursuant to the Agreement unless explicitly authorised by ITV. The subject matter and duration of the Processing, the nature and purpose of the Processing, and the type of Personal Data and categories of Data Subjects may be more specifically described in an Order Form (or any relevant statement of work or other written instruction issued by ITV), which forms an integral part of the Agreement.
- 1.3 The Supplier warrants, undertakes and represents on an ongoing basis on behalf of itself and its subcontractors that, to the extent it processes any Personal Data as a Processor in connection with the provision of the Services, Goods and/or Facilities it shall:
  - (a) Process the Personal Data only on the written instructions of ITV (including those set out in the Agreement which may be specific or instructions of a general nature as set out in the Agreement or any related agreement or instruction or as otherwise notified by ITV to the Supplier from time to time in writing which may be by email), unless required otherwise by Applicable Laws to which the Supplier is subject; in such a case the Supplier shall inform ITV of that legal requirement before Processing, unless those laws prohibit the provision of such information on important grounds of public interest. The Supplier shall immediately inform ITV if, in its opinion, any instruction given by or on behalf of ITV infringes Data Protection Laws;
  - (b) maintain the confidentiality of all Personal Data (and will not disclose any such Personal Data to third parties unless authorised by ITV in writing) and ensure that all persons authorised to process or access the Personal Data have committed themselves to an obligation of confidentiality or are under an appropriate statutory obligation of confidentiality;
  - (c) ensure that it has in place and shall maintain Appropriate Technical and Organisational Measures to protect against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, appropriate to the harm that might result and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures, and at a minimum comply with the ITV Security Requirements set out in the Agreement;
  - (d) if the Supplier engages another Processor or Subprocessor, the Supplier shall ensure that the Processor or Sub-Processor enters into binding contractual obligations which are substantially similar (and in any event provide at least the same level of protection) as set out in the Agreement;
  - (e) taking into account the nature of the Processing, promptly, upon request and without delay and at no additional cost to ITV, assist ITV including by Appropriate Technical and Organisational measures, insofar as this is possible, in the fulfilment of ITV's obligation to amend, correct, transfer and/or delete Personal Data, or to stop processing, or to respond to requests from Data Subjects

- (including the provision of copies of the relevant data as necessary) exercising their rights under the Data Protection Laws;
  - (f) notify ITV (by emailing [cybersecurity@ITV.com](mailto:cybersecurity@ITV.com)) of any Personal Data Breach without undue delay and, where feasible, not later than 48 hours after having become aware of it (in any case no later than it notifies any similarly situated customers of the Supplier and in all cases before the Supplier makes any general public disclosure (e.g., a press release), providing such details as may be required by ITV regarding the nature and likely consequences of the Personal Data Breach and take any steps or remedial action reasonably required by ITV;
  - (g) assist ITV in ensuring compliance with ITV's obligations under the Data Protection Laws with respect to security of Processing, data protection impact assessments, prior consultation with a Supervisory Authority regarding high risk processing and notifications to a Supervisory Authority and/or communications to Data Subjects in response to any Personal Data Breach;
  - (h) notify ITV without undue delay (by emailing [privacy@ITV.com](mailto:privacy@ITV.com)), if it receives any complaint, notice or communication from a Supervisory Authority or other third party (including Data Subjects) which relates directly or indirectly to the Personal Data; and
  - (i) maintain complete and accurate records to demonstrate its compliance with the Agreement and the Data Protection Laws, make such records available to ITV and, where reasonably required, allow for and contribute to audits, including inspections, conducted by ITV or another auditor reasonably mandated by ITV.
- 1.4 If the Supplier is a Controller of Personal Data that is collected, exchanged, or otherwise Processed in connection with the Supplier's performance of the Services and/or Goods and/or Facilities or the Agreement, then the Supplier acknowledges and agrees that: (a) the Supplier is independently responsible for compliance and will comply with applicable Data Protection Law; (b) the Supplier will not sell or share ITV Personal Data; and (c) the Supplier will Process the Personal Data lawfully and in compliance with obligations placed on Controllers as may be required by applicable Data Protection Laws. The Supplier agrees to be responsible for providing notice to Data Subjects as may be required by applicable Data Protection Laws including UK GDPR Articles 13 and 14, as applicable and responding, as required by Data Protection Laws such as Chapter III of UK GDPR, to Data Subject's requests to exercise their rights and identifying a lawful basis of Processing.
  - 1.5 Whether a Controller or Processor the Supplier shall promptly notify ITV if in connection with the provision of the Services: (a) the Data Subject makes a request to have access to Personal Data or any complaint or request relating to ITV obligations under Data Protection Laws; or (b) it becomes aware of any loss, damage, destruction, or unauthorised processing or accidental disclosure of Personal Data.

## 2. INTERNATIONAL DATA TRANSFER

- 2.1 The Supplier may only process Personal Data on behalf of ITV outside of the UK or the European Economic Area (EEA), or other jurisdictions with applicable data protection laws (a "Restricted Transfer"), provided one or more of the following mechanisms apply:
  - (a) Adequacy decisions by the UK Government or the European Commission, as applicable;
  - (b) Standard Contractual Clauses (SCCs) approved by the UK Government or the European Commission, as applicable. The applicable version of the SCCs shall be those adopted and approved under Regulation (EU) 2016/679 if transferring within EU boundaries, or as per



the UK's data protection regime post-Brexit or any updates;

- (c) Any other mechanism deemed adequate under applicable data protection laws.
- 2.2 If the relevant mechanism is invalidated, amended, or replaced by any competent authority, the Supplier and ITV hereby agree to automatically adopt and implement any newly issued standard contractual clauses as the new legal mechanism for the transfer of Personal Data, without the need for further amendment to the Agreement and those SCCs shall be deemed incorporated by reference into the Agreement.
- 2.3 The parties agree that, with respect to the elements of the SCCs that require the parties' input, they adopt the modifications to the SCCs published from time to time on [www.itv.com/terms](http://www.itv.com/terms) or as otherwise mutually agreed by the parties in writing to adapt the SCCs to local law, as applicable.

### 3. SECURITY

- 3.1 The Supplier will abide by the ITV Security Requirements or as otherwise notified from time to time by ITV to the Supplier in writing and take all measures required in accordance with Good Industry Practice and by Data Protection Laws relating to data security (including where applicable pursuant to Article 32 of the UK GDPR).

### 4. DELETION AND RETURN OF PERSONAL DATA

- 4.1 On expiration or termination of the Agreement or applicable statement of work or other written agreement between the parties, or upon request by ITV, the Supplier will, without undue delay: (1) return all ITV Personal Data (including

copies thereof) to ITV; or (2) on request destroy all ITV Personal Data (including copies thereof), and certify its destruction, in each case unless Applicable Law expressly requires otherwise or the parties otherwise expressly agree in writing. For any ITV Personal Data that the Supplier retains after expiration or termination (for example, because the Supplier is legally required to retain the information), (A) the Supplier will continue to comply all terms of the Agreement applicable to that Personal Data, including all data protection and security provisions and those applicable terms will survive such expiration or termination and (B) the Supplier must de-identify or aggregate Personal Data (if any) to the extent feasible. All Personal Data is ITV Confidential Information.

### 5. ARTIFICIAL INTELLIGENCE

- 5.1 If the Goods and/or Services and/or Facilities include artificial intelligence technology, the Supplier will, at its expense, implement and maintain appropriate technical and organisational measures to ensure such artificial intelligence technology complies with all Applicable Laws and industry standards, including standards and policies related to the ethical or responsible use of artificial intelligence; the ability to explain algorithms and logic in decision making and the output, the likely outcome of each AI Model with respect to end users, change management to comply with Applicable Laws and appropriate industry standards and employee training. The Supplier will make that policy available to ITV on ITV's request along with other information reasonably requested by ITV regarding the Supplier's practices and policies.

## Standard Clauses- International Transfers

- 1. Restricted Transfers where the parties act as independent Data Controllers (**Controller - Controller Transfers**).
  - 1.1. EU SCCs (Controller-Controller). To the extent required under the EU GDPR, with respect to Personal Data subject to the EU GDPR, where both ITV and the Supplier act as Independent Data Controllers, Module 1 (Controller to Controller) of the EU SCCs form part of the Agreement and are hereby incorporated by reference and shall come into effect upon the commencement of a Restricted Transfer. The parties make the following selections for the purposes of Module 1:
    - 1.1.1. Clause 7 – Docking clause shall not apply;
    - 1.1.2. Clause 11 (Redress) - the optional requirement that data subjects be permitted to lodge a complaint with an independent dispute resolution body does not apply;
    - 1.1.3. Clause 17 (Governing Laws) - Option 1 shall apply and the "Member State" shall be the Republic of Ireland;
    - 1.1.4. Clause 18 – Choice of forum and jurisdiction the Member State shall be the Republic of Ireland;
    - 1.1.5. Annex I of the EU SCCs shall be deemed completed with the information set out in the Agreement or as further described in an Order Form (or any relevant statement of work or other written instruction issued by ITV which forms part of the Agreement); and
    - 1.1.6. Annex II of the EU SCCs shall be deemed completed with the information set out in the ITV Security Requirements, as amended or updated from time to time by ITV or as otherwise set out in the Agreement or the relevant Order Form (in the event of conflict the ITV Security Requirements take priority unless the Agreement or Order Form explicitly state that the ITV Security Requirements are overridden).
  - 1.2. UK Addendum (Controller-Controller). To the extent required under UK Data Protection Law, with respect to Personal Data subject to the UK GDPR, where both ITV and the Supplier act as Independent Data Controllers, the UK Addendum forms part of the Agreement and is incorporated by reference and shall come into effect upon the commencement of a Restricted Transfer. Part 1 to the UK Addendum shall be deemed to be prepopulated with the relevant sections of the Agreement or as further described in an Order Form (or any relevant statement of work or other written instruction issued by ITV which forms part of the Agreement), and the Processing operations are deemed to be those described therein. For additional clarification:



- 1.2.1. The start date of the UK Addendum (as set out in Table 1) shall be the Effective Date, the parties details are those set out in the Agreement.
- 1.2.2. For purposes of Table 2 of the UK Addendum:
  - 1.2.2.1. the UK country's law that governs the IDTA shall be the law of England and Wales;
  - 1.2.2.2. the Primary place for legal claims to be made by the parties shall be England and Wales;
  - 1.2.2.3. both the Exporter and the Importer shall be Data Controllers;
  - 1.2.2.4. the Linked Agreement shall be the Agreement including any Order Form (or any relevant statement of work or other written instruction issued by ITV which forms part of the Agreement) and the details shall be deemed completed with the information contained in the Agreement;
  - 1.2.2.5. the Term shall be the period for which the Linked Agreement is in force;
  - 1.2.2.6. the parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA, or the parties agree in writing;
  - 1.2.2.7. only the Exporter may end the IDTA when the approved IDTA changes;
  - 1.2.2.8. the Importer may transfer on the transferred data to another organisation or person (who is a different legal entity) in accordance with Section 16.1;
  - 1.2.2.9. the parties must review the Security Requirements each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment.
- 1.2.3. Table 3 of the UK Addendum shall be deemed completed with the relevant information from the Agreement or as further described in an Order Form (or any relevant statement of work or other written instruction issued by ITV which forms part of the Agreement).
- 1.2.4. Table 4 of the UK Addendum shall be deemed completed with the information set out in the ITV Security Requirements, as amended or updated from time to time by ITV or as otherwise set out in the Agreement or the relevant Order Form (in the event of conflict the ITV Security Requirements take priority unless the Agreement or Order Form explicitly state that the ITV Security Requirements are overridden).
- 1.2.5. The Security Requirements described in Table 4 will update automatically if the information is updated in the Linked Agreement referred to.

## 2. Restricted Transfers from ITV acting as Controller to the Supplier acting as Processor (**Controller-Processor Transfers**)

- 2.1. EU SCCs (Controller-Processor and Processor to Processor Transfers). To the extent required under the EU GDPR, with respect to Personal Data subject to the EU GDPR, where ITV acts as a Data Controller and the Supplier act as a Data Processor, the parties hereby enter into Module 2 (Controller to Processor) of the EU SCCs as appropriate and which form part of the Agreement and are hereby incorporated by reference and shall come into effect upon the commencement of a Restricted Transfer. The parties make the following selections for the purposes of Module 2:
  - 2.1.1. Clause 7 - Docking clause shall not apply;
  - 2.1.2. Clause 9 - Option 2 (General Written Authorisation) will apply;
  - 2.1.3. Clause 11(a) (Redress) - the optional requirement that data subjects be permitted to lodge a complaint with an independent dispute resolution body does not apply;
  - 2.1.4. Clause 13(a) (Supervision) - the competent supervisory authority shall be determined in accordance with Clause 13 of the EU SCCs;
  - 2.1.5. Clause 17 (Governing Law) - Option 1 (the law of an EU Member State that allows for third-party beneficiary rights) shall apply and the "Member State" shall be the Republic of Ireland;
  - 2.1.6. Clause 18 – Choice of forum and jurisdiction the Member State shall be the Republic of Ireland;
  - 2.1.7. Annex I of the EU SCCs shall be deemed completed with the information set out in the Agreement or as further described in an Order Form (or any relevant statement of work or other written instruction issued by ITV which forms part of the Agreement);
  - 2.1.8. Annex II of the EU SCCs shall be deemed completed with the information set out in the ITV Security Requirements, as amended or updated from time to time by ITV or as otherwise set out in the Agreement or the relevant Order Form (in the event of conflict the ITV Security Requirements take priority unless the Agreement or Order Form explicitly state that the ITV Security Requirements are overridden); and
  - 2.1.9. Annex III (Sub-processors) - the list of authorised sub-processors shall be deemed completed with the information set out in the Agreement or as further described in an Order Form (or any relevant statement of work or other written instruction issued by ITV which forms part of the Agreement).
- 2.2. UK Addendum (Controller-Processor Transfers). To the extent required under UK Data Protection Law, with respect to Personal Data subject to the UK GDPR, where ITV acts as Data Controller and the Supplier acts as Data Processor, the UK Addendum forms part of the IGTA and is incorporated by reference and shall come into effect upon the commencement of a Restricted Transfer. Part 1 to the UK Addendum shall be deemed to be prepopulated with the relevant sections of the Agreement or as further described in an Order Form (or any relevant statement of work or other written instruction issued by ITV which forms part of the Agreement), and the Processing operations are deemed to be those described therein. For additional clarification:



- 2.2.1. The start date of the UK Addendum (as set out in Table 1) shall be the Effective Date, the parties details are those set out in the Agreement.
- 2.2.2. For purposes of Table 2 of the UK Addendum:
  - 2.2.2.1. the UK country's law that governs the IDTA shall be the law of England and Wales;
  - 2.2.2.2. the Primary place for legal claims to be made by the parties shall be England and Wales;
  - 2.2.2.3. both the Exporter and the Importer shall be Data Controllers;
  - 2.2.2.4. the Linked Agreement shall be the Agreement including any Order Form (or any relevant statement of work or other written instruction issued by ITV which forms part of the Agreement) and the details shall be deemed completed with the information contained in the Agreement;
  - 2.2.2.5. the Term shall be the period for which the Linked Agreement is in force;
  - 2.2.2.6. the parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA, or the parties agree in writing;
  - 2.2.2.7. only the Exporter may end the IDTA when the approved IDTA changes;
  - 2.2.2.8. the Importer may transfer on the transferred data to another organisation or person (who is a different legal entity) in accordance with Section 16.1;
  - 2.2.2.9. the parties must review the Security Requirements each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment.
- 2.2.3. Table 3 of the UK Addendum shall be deemed completed with the relevant information from the Agreement or as further described in an Order Form (or any relevant statement of work or other written instruction issued by ITV which forms part of the Agreement).
- 2.2.4. Table 4 of the UK Addendum shall be deemed completed with the information set out in the ITV Security Requirements, as amended or updated from time to time by ITV Group CyberSecurity.
- 2.2.5. The Security Requirements described in Table 4 will update automatically if the information is updated in the Linked Agreement referred to.