

NEP CONNECT LIMITED
STANDARD TERMS AND CONDITIONS FOR TRANSMISSION AND OTHER
SERVICES

1. Definitions

1.1 **"Contract"** means the contract for Services between NEP Connect and the Customer, incorporating these Conditions and the Contract Document;

"Contract Document" means NEP Connect's written offer in the form of a contract top sheet, letter and/or quotation or any equivalent document issued or accepted in writing by NEP Connect detailing the Customer, Service, Fees, Contract Period and any Special Conditions. In accordance with Clause 2, such Contract Document shall in all respects be subject to the Contract, to the exclusion of all other terms and conditions;

"Contract Period" means, subject to the terms of the Contract, the period specified for the Service in the Contract Document;

"Conditions" means these NEP Connect standard terms and conditions;

"Customer" the person designated in the Contract Document to whom the Service will be provided and invoices sent;

"Day" means a period of twenty four (24) hours running from midnight to 11.59pm;

"Engineer" means any engineer provided by NEP Connect to provide all or part of the Service;

"Fees" the fees for the Service referred to in the Contract Document, and payable in accordance with Clause 5;

"High Risk Area" means any geographical area in which property, equipment and/or personnel are being used or transported as part of the Service which is identified by NEP Connect (acting reasonably and having due regard to the state of affairs in the area at the time of the Contract, including any advice received by NEP Connect from its insurers and/or the advice of the Foreign and Commonwealth Office) as a 'high risk area' that requires additional insurance cover over and above NEP Connect's existing insurance cover;

"Interface Point" means the interface point referred to in the Contract Document where the transmission passes from the Customer to NEP Connect;

"Material" any material (including audio, visual, text or data material) that is transmitted or is to be transmitted by means of the Service;

"Relevant Laws" shall be as defined in Clause 13.3;

"Service" the transmission or other service as described in the Contract Document;

"Special Conditions" means any special conditions set out in a Contract Document;

"NEP Connect" means NEP Connect Limited (05075598) with its registered office address at Whitehall Avenue, Kingston, Milton Keynes, Buckinghamshire, MK10 0AX;

"NEP Connect Group Company" means any subsidiary company of NEP Connect any holding company and any wholly owned subsidiary company of such holding company (as defined in s. 1159 of the Companies Act 2006); and

"SNG Facilities" means the satellite news gathering equipment and/or facilities (including any SNG vehicle) made available to the Customer (if any) in connection

with the Service.

- 1.2 Reference to the parties include their permitted assignees and/or their respective successors in title to substantially the whole of their respective undertakings.
- 1.3 Clause headings in these Conditions are for ease of reference only and shall not be taken into account in construing these Conditions.
- 1.4 Reference in these Conditions to Clauses, sub-clauses, paragraphs and schedules are references to those contained in these Conditions.
- 1.5 Where appropriate, words denoting the singular shall include the plural, and vice versa.
- 1.6 References to the words "include" or "including" are to be construed without limitation to the generality of the preceding or succeeding words.
- 1.7 In the event of any inconsistency between the documents that form the Contract, then the following shall be the order of precedence (i) the Contract Document and (ii) these Conditions.

2. Order

- 2.1 Subject to any variation under Clause 15.3, the Contract will be on and subject to these Conditions and the Contract Document, to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 Each order for Services by the Customer shall be deemed to be an offer by the Customer to purchase Services from NEP Connect subject to the terms of the Contract.
- 2.3 The Customer shall comply with NEP Connect's booking policy as the same may be updated from time to time.
- 2.4 No order placed by the Customer shall be deemed to be accepted by NEP Connect or binding on NEP Connect unless and until a written acknowledgement of order is issued by NEP Connect (whether by email or otherwise) or, if earlier, NEP Connect performs the Service.
- 2.5 All Fees quoted by NEP Connect in the Contract Document are valid for 60 days from the date of issue of the Contract Document. The Fees are subject to change if the Customer places an order for the Service outside of this timeframe.
- 2.6 All Contract Documents issued by NEP Connect are capable of being withdrawn at any time by NEP Connect.
- 2.7 NEP Connect reserves the right to refuse any order for any reason whatsoever and in any event all orders are subject to acceptance on a first come first served basis depending on resources and facilities available. Acceptance of an order which does not specify dates and times for the provision of the Service shall be subject to availability of resources and facilities on the dates subsequently requested by the Customer.

3. Service

- 3.1 NEP Connect shall provide the Service using reasonable care and skill and in accordance with these Conditions.
- 3.2 It is not technically practicable for NEP Connect to provide the Service free from faults or interruptions, and NEP Connect does not undertake to do so. NEP Connect shall use reasonable endeavours to remedy any faults as soon as possible, to the extent it has the power to do so.

4. Rescheduling and Cancellation

- 4.1 Once an order becomes binding on the parties pursuant to Clause 2, it cannot be cancelled by the Customer without the prior written agreement of NEP Connect.
- 4.2 The Service may be rescheduled, occasionally or permanently by agreement between the parties.
- 4.3 Notwithstanding Clause 4.1, in the event of a cancellation of all or part of the Service, the Customer must pay NEP Connect the following percentage of the Fees as a cancellation charge:
 - a. More than 48 hours but less than 72 hours before the scheduled delivery date
- 25%
 - b. More than 24 hours but less than 48 hours before the scheduled delivery date
- 50%
 - c. Less than 24 hours before the scheduled delivery date
100%
- 4.4 NEP Connect reserves the right to increase the cancellation charge set out in Clause 4.3 in the event that such a cancellation charge fails to repay NEP Connect all monies committed or incurred by NEP Connect as a result of the Contract.
- 4.5 The Customer agrees to pay any cancellation charge calculated under Clause 4.3 or Clause 4.4 in accordance with the terms of Clause 5.

5. Fees and Payment

- 5.1 In consideration of the provision of the Service by NEP Connect, the Customer shall pay NEP Connect the Fees, subject to and in accordance with this Clause 5.
- 5.2 The amounts of any charges payable under the Contract are expressed to be exclusive of any Value Added Tax or any sales or local taxes, or import or export duties or combination of such, which shall be charged at the appropriate rate (if applicable).
- 5.3 Unless agreed otherwise in writing between the parties, the Fees exclude all costs and expenses incurred by NEP Connect in connection with the Service, including fuel, licence approval and costs, ferry bridge and toll roads, visas, hotels, flights, site surveys, carriage and freight and subsistence charges. NEP Connect shall be entitled to reimbursement of all such costs and expenses in addition to the Fees. The level of such costs and expenses shall be at current NEP Connect rates or where appropriate at actual cost.
- 5.4 Unless agreed otherwise in writing between the parties, daily charging rates (if applicable) shall apply to each full Day or part Day of the Service. For the avoidance of doubt this means that if a Service runs past 11.59pm the Customer shall be charged for a new Day at the full daily charging rate, irrespective of whether the Service is provided for a full twenty four (24) hour period on such new Day.
- 5.5 If the Contract Document specifies a minimum Service period NEP Connect shall be entitled to charge the Customer for, and the Customer agrees to pay for, such minimum Service period, even if the Service is not provided by NEP Connect to the Customer for the minimum Service Period.
- 5.6 If the length of time of any Service exceeds the time specified in the Contract Document then such excess period of time shall constitute an overrun and NEP Connect will only continue to provide the Service to accommodate such overrun if it has sufficient resources to do so (including resources available from third parties) and by doing so it does not impede NEP Connect's ability to provide services to other Customers and/or perform line up tests for any services. If any overrun is accommodated by NEP Connect in accordance with this Clause 5.7, NEP Connect shall be entitled to charge the Customer for, and the Customer agrees to pay for, such overrun and the "Contract Period" shall be extended accordingly. Without prejudice to the foregoing, NEP Connect reserves the right to increase the Fees payable by the Customer in respect of any overrun, provided it has given prior written notice of such increase to the Customer.

The Customer's continued receipt of the Service during any such overrun shall constitute an acceptance of such increase by the Customer.

- 5.7 All payments shall be made by the Customer in the United Kingdom pounds sterling currency unless agreed otherwise in writing by NEP Connect.
- 5.8 If the cost to NEP Connect in performing the Contract is increased as a consequence of any breach of the Contract by the Customer or the supply of incorrect or inadequate information from the Customer or any change in law or any other reason beyond the reasonable control of NEP Connect, NEP Connect may charge extra to cover such additional cost and expenses.

The Customer's continued receipt of the Service during any such overrun shall constitute an acceptance of such increase by the Customer.

- 5.9 All payments shall be made by the Customer in the United Kingdom pounds sterling currency unless agreed otherwise in writing by NEP Connect.
- 5.10 If the cost to NEP Connect in performing the Contract is increased as a consequence of any breach of the Contract by the Customer or the supply of incorrect or inadequate information from the Customer or any change in law or any other reason beyond the reasonable control of NEP Connect, NEP Connect may charge extra to cover such additional cost and expenses.
- 5.11 Unless agreed otherwise in writing between the parties, NEP Connect reserves the right to invoice the Fees at any time on or following order acceptance.
- 5.12 All invoices are payable within 30 days of invoice date.
- 5.13 NEP Connect reserves the right at any time to request a deposit or payment of the Fees in advance prior to delivery of the Services.
- 5.14 If the Customer fails to make payment on the due date NEP Connect shall, without prejudice to its other rights and obligations or otherwise, be entitled to:
- a. charge the Customer interest from the date specified for payment upon the outstanding amount at such rate as NEP Connect may decide but which in any event shall not exceed 5% per annum above the sterling base rate of the Royal Bank of Scotland plc from time to time accruing daily until payment of the outstanding amount is paid in full; or
 - b. suspend performance of the Service or refuse to further perform the Contract without incurring any liability to the Customer.

6. Liability

- 6.1 Nothing in the Contract excludes either party's liability for death or personal injury caused by that party's negligence or any other liability that cannot be excluded or prohibited by law.
- 6.2 Subject to Clause 6.1:
- a. in no circumstances shall NEP Connect be liable for (i) any loss of or damage to profit, revenue, anticipated savings, data, use, contract, goodwill, opportunities or business (whether direct or indirect) or (ii) any indirect or consequential loss of any nature whatsoever; and
 - b. NEP Connect shall only be liable to the Customer for any accidental loss or damage where such accidental loss or damage is caused by the negligence or wilful default of NEP Connect.
- 6.3 Without prejudice to the other limitations on liability in the Contract, but subject to Clauses 6.1 and 6.2, in any event, and notwithstanding anything contained in the Contract, NEP Connect's liability arising out of or in connection with the Contract and/or the Service, howsoever arising, shall be limited in total to the Fees payable in respect of the Service giving rise to the claim.
- 6.4 The term "howsoever arising" when used or referred to in this Clause 6 shall cover all causes and actions giving rise to liability of NEP Connect arising out of or in connection with the Contract and/or Service (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Contract) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; (iii) whether caused by any total or partial failure or delay in supply of the Service or by any defect in

hardware, software or materials; and (iv) whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.

6.5 All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, which are not expressly set out in the Contract are excluded except to the extent such exclusion is prohibited or limited by law.

6.6 Each provision of this Clause 6 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances and shall remain in force even if the Contract expires or is terminated.

7. **Customers' Obligations**

7.1 The Customer warrants and undertakes to NEP Connect that:

- a. it possesses full power and authority to enter into and to perform the Contract;
- b. it has the right to transmit the Material and that it will on or before the commencement of the Service have obtained and throughout the Contract Period will maintain any and all necessary licences, consents and permissions required under any relevant legislation for the transmission of the Material;
- c. the Material is not obscene or defamatory in nature;
- d. the Material will not breach any third party rights;
- e. the Material will not cause any breach of the rules of OFCOM and/or any other regulatory body in any applicable jurisdiction; and
- f. the Material will not expose NEP Connect to any civil or criminal proceedings or liability.

7.2 The Customer shall indemnify NEP Connect against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with the Material, including in connection with any breach of the warranties set out in Clause 7.1 above.

7.3 The Customer shall not assign or sub-let or use or allow the Service to be used for any purpose or by any party save as expressly authorised in the Contract.

7.4 The Customer undertakes to comply with any operating procedures and conditions imposed by NEP Connect and to comply with any or all reasonable requests or directions given by NEP Connect relating to operation of the Service.

7.5 The Customer shall at its own expense:

- a. allow NEP Connect full, convenient and safe access at all reasonable times to the Customer's premises and any third party premises; and
 - b. make available for the use by NEP Connect such supplies of electricity, water, gas, air and other services,
- as required by NEP Connect for the purpose of carrying out the Contract.

7.6 Without prejudice to the generality of Clause 7.5, where the Customer requires the use of any Service on the Customer's premises or a third party's premises or NEP Connect requires access to any such premises for the performance of the Contract, the Customer shall provide a secure area(s) for any NEP Connect equipment as agreed between the parties at such premises. The secure area(s) shall be provided at the Customer's own expense.

7.7 Where the Service involves the hire of property or equipment:

- a. the property or equipment shall remain at all times the sole and exclusive property of NEP Connect and the Customer shall not (and shall procure that any third party shall not) sell, assign, let, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the property or equipment or any interest therein or create or allow to be created any lien thereon and NEP Connect may terminate the Contract with immediate effect upon written notice in the event of the Customer or any third party making any attempt to do so;
- b. unless agreed otherwise between the parties in writing, the property or equipment shall be promptly collected by the Customer from NEP Connect at NEP Connect's premises in Milton Keynes and promptly returned by the Customer to NEP Connect at NEP Connect's premises in Milton Keynes; and
- c. the Customer shall comply (and shall procure that any third party complies) with the following conditions:
 - i. the property or equipment shall not be used in any hazardous manner or at any location or in any manner other than as agreed with NEP Connect;
 - ii. the property or equipment shall at all times be kept in good condition;
 - iii. no repairs to or replacement of the property or equipment shall be made without the prior consent of NEP Connect; and
 - iv. no alteration(s) or addition(s) shall be made to the property or equipment without the prior consent of NEP Connect. Where NEP Connect so consents any such alteration(s) or addition(s) shall only be of a temporary nature and the Customer shall be responsible for restoring (or procuring that any third party restores) the property or equipment to its original condition where applicable at the end of each periodic use thereof (as agreed with NEP Connect) and either upon expiry of the Contract Period or upon termination of the Contract, whichever is the earlier. Where the restoration has not been made to the satisfaction of NEP Connect the cost of any further restoration by NEP Connect shall be paid by the Customer.

7.8 Where the Service involves the secondment of NEP Connect personnel (of whatsoever nature) to the Customer, they shall be subject to the direction, control and management of the Customer. The Customer shall be responsible for all tasks performed by such persons and NEP Connect shall not be liable to the Customer for any works which are performed by them.

7.9 The Customer shall indemnify NEP Connect against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with any loss of or damage to any property, equipment or personnel during the course of their being in the charge, use, possession, control, direction or management of the Customer or any third party engaged by the Customer and the Customer shall arrange and maintain insurance throughout the Contract Period to cover such loss or damage in accordance with the requirements of Clause 7.14. Without prejudice to the generality of the foregoing, the Customer shall be responsible to NEP Connect for the prompt repair or replacement (at NEP Connect's option) of any property or equipment that is lost or damaged whilst such property or equipment is in the charge, use, possession or control of the Customer or any third party engaged by the Customer.

7.10 Where applicable, upon termination or expiry of the Service the Customer shall promptly cease using the Service and promptly return all NEP Connect property or equipment (if any) to NEP Connect. NEP Connect shall be deemed to have irrevocably all reasonable powers and authority to do all things or acts necessary

or advisable to retake possession of the equipment and shall be entitled to recover from the Customer all costs relating thereto.

- 7.11 NEP Connect reserves the right to be present at any premises where the Service is being supplied at all or any time.
- 7.12 Any property or equipment supplied by the Customer that is to be used by NEP Connect shall remain at the Customer's own risk and expense and NEP Connect shall not assume any responsibility for such property or equipment. In respect of any property or equipment of the Customer which NEP Connect transports on behalf of the Customer such transportation shall be carried out at the Customer's own risk and expense and insurance responsibility.
- 7.13 The Customer warrants and undertakes to NEP Connect that no act or omission of the Customer or any third party engaged by the Customer shall invalidate the terms of any of NEP Connect's insurance policies and shall indemnify NEP Connect against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with any breach of this Clause 7.12.
- 7.14 The Customer shall arrange and maintain insurance throughout the Contract Period to cover the Customer's liabilities and responsibilities imposed by the Contract and shall notify the Customer's insurers of NEP Connect's interest and cause the interest to be noted on the Customer's insurance policies. The Customer shall use all insurance monies received by the Customer to indemnify NEP Connect in respect of the Customer's liabilities and responsibilities. For the avoidance of doubt, a failure by the Customer to arrange and maintain insurance in respect of a particular liability or responsibility shall not absolve the Customer from such liability or responsibility and the Customer shall make good any shortfall from its own resources.
- 7.15 NEP Connect shall have no liability whatsoever for any failure or delay in the performance of the Service where such failure or delay can be attributed in whole or in part to any act or omission of the Customer or any third party.
- 7.16 The Customer and any third party engaged by it may not use the Services to send, receive, store, distribute, transmit, post, upload or download any materials or data which:
- (a) violates any relevant law;
 - (b) is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
 - (c) is or may be harmful to minors;
 - (d) promotes or encourages illegal behaviour;
 - (e) is in breach of any third party rights (including any third party intellectual property rights); or
 - (f) has any fraudulent purpose or effect or involves the Customer or any third party engaged by them impersonating another person or otherwise misrepresenting themselves as the source of any communication.
- 7.17 The Customer or any third party engaged by it must not use the Services to violate any other system or network security by any method.
- 7.18 The Customer is responsible for all materials and/or data originating from the machines

and/or networks that it has connected to the Services.

- 7.19 The Customer is solely responsible for it's, and any third party's engaged by it, use of the internet and any web pages owned and/or operated by the Customer that connect to the Services.
- 7.20 The Customer shall promptly notify NEP Connect of any breach of this Clause and notwithstanding the specific indemnities set out in Clause 7, the Customer shall indemnify NEP Connect against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with any breach by the Customer of the terms of this Clause 7.

8. Insurance

- 8.1 Without prejudice to the generality of any other terms and conditions of the Contract, including those set out in Clause 7 above:
- a. the Customer acknowledges that NEP Connect's insurance policies are subject to certain exclusions and do not cover certain risks (including war, terrorism outside of the United Kingdom, confiscation, enforced abandonment and nationalisation) and/or certain countries or territories;
 - b. in the event that any property, equipment and/or personnel are required to perform a Service in a High Risk Area, any additional insurance premium shall be paid by the Customer, or the Customer may (subject to NEP Connect's prior written approval) arrange at its own expense appropriate alternative insurance cover; and
 - c. the Customer shall indemnify NEP Connect against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising from the deployment use and/or transportation of any property, equipment and/or personnel in a High Risk Area, save to the extent that these are covered by NEP Connect's insurance policies.

9. Force Majeure

- 9.1 Notwithstanding anything to the contrary contained in the Contract, if for any reason beyond the reasonable control of NEP Connect NEP Connect is delayed in or prevented from performing any of its obligations under the Contract, then such non-performance shall be deemed not to constitute a breach of the Contract. A reason beyond the reasonable control of NEP Connect shall include: strikes, lockouts or other industrial disputes or actions; acts of God; acts of Governments or other prevailing authorities; acts of third parties (including any telecommunications operator, satellite consortium, utility companies); inclement weather; fire, flood, drought, lightning, acts of third parties, externally caused interference including rain fade, solar disturbances, sun outages, satellite or transponder pre-emption; satellite component failure, satellite degradation (or failure or degradation of terrestrial facilities for the uplink to such satellite).
- 9.2 NEP Connect will use reasonable endeavours to prevent interference with, theft or unlawful reception of the Material but will not be responsible for the confidentiality or privacy of the Material in so far as the same is transmitted by the Service. NEP Connect has no power or liability in respect of any unauthorised reception of the Material by any third party.

10. Confidentiality

- 10.1 Each party hereby undertakes to the other parties that it shall not and shall procure that its associates, directors, officers and employees shall not at any time hereafter save with the prior consent in writing of the other party divulge or communicate to any person other than to its directors, officers, employees or professional advisers whose province it is to know,

any secret or confidential information (“Confidential Information”) concerning the business, financial or contractual arrangements (including the provisions of the Contract) or other dealings or affairs of any other party or any associate thereof save to the extent to which such information:

- a. was in the possession of the receiving party before such information was imparted or disclosed by the disclosing party;
- b. is independently developed by any servant, employee or agent of the receiving party without access to or use or knowledge of the Confidential Information and to whom no disclosure of the Confidential Information has been made;
- c. is in, or subsequently comes into the public domain, other than by breach by the receiving party of its obligations under this Clause 10;
- d. is received by the receiving party without restriction on disclosure or use from a third party which the receiving party honestly believes is entitled to make such disclosure;
- e. is approved for release by the prior written agreement of the disclosing party; or
- f. is required to be disclosed by law or the rules of any governmental organisation: provided that if the receiving party is to make such disclosure, it shall give the disclosing party as much prior notice thereof as is reasonably practicable so that the disclosing party may seek such protective orders or such other confidentiality protection as the disclosing party, in its sole discretion, may elect and the receiving party shall reasonably co-operate with the disclosing party in protecting the confidential or proprietary nature of the Confidential Information which is to be so disclosed.

11. Termination

11.1 NEP Connect shall be entitled to terminate the Contract with immediate effect in writing if at any time during the Contract Period:

- a. the Customer fails to make any payment due under the Contract in full in accordance with Clause 5; or
- b. the Customer commits or causes to be committed a material breach of its obligations under the Contract; or
- c. the Customer commits an act of bankruptcy or insolvency, is unable to pay its debts as or when they fall due or makes any composition or arrangement with its creditors, or goes into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for the winding up of the Customer (except for the purpose of a solvent amalgamation or reconstruction), or if it ceases or prepares to cease trading, or if it suffers the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of its assets.

11.2 Where NEP Connect is requested, required or ordered to cease transmission or provision of the Service by any regulator, court, government or other competent body NEP Connect shall be entitled to suspend or terminate the Contract without any liability to the Customer.

11.3 Upon termination of the Contract for any cause whatsoever all sums accrued due to NEP Connect under the Contract shall immediately become due and payable to NEP Connect.

11.4 Termination of the Contract for any reason shall not affect any rights or liabilities accruing or already accrued at the date of termination. Any termination of the Contract howsoever caused shall also not affect the continuance in force of any provision hereof which expressly or by implication is intended to come into or continue in force after termination.

12. Assignment

- 12.1 The Customer shall not without the prior written consent of NEP Connect sub-contract, assign or transfer the benefit of the Contract in whole or in part or any of its obligations under the Contract.
- 12.2 NEP Connect may perform any of its obligations or exercise any of its rights under the Contract itself or through any NEP Connect Group Company, provided that any act or omission of any such other member shall be deemed to be the act or omission of NEP Connect.
- 12.3 NEP Connect may at any time assign, transfer, charge or deal in any other manner with any of its rights and obligations hereunder, and may sub-contract any or all of its obligations under the Contract.

13. Anti-Bribery Requirements

- 13.1 The Customer shall and shall procure that persons associated with it or other persons who are receiving the Service in connection with the Contract shall:
- a. comply with all Relevant Laws;
 - b. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (UK) if such activity or practice or conduct had been carried out in the UK;
 - c. immediately notify NEP Connect (in writing) if the Customer or its employees, agents or other persons who perform or have received the Deliverables for the Customer is investigated by any law enforcement agency or customer in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws; and
 - d. not do, or omit to do, any act that will cause or lead NEP Connect, and/or each of NEP Connect's subsidiary companies (as that term is defined in the Companies Act 2006 (UK)), to be in breach of Relevant Laws.

The Customer acknowledges that NEP Connect has made available its own Anti-Bribery Policy (including online at <https://www.nepgroup.com/legal.>) and the Customer confirms that it has established an equivalent policy within its organisation.

- 13.2 Relevant Laws means in respect of each party:
- a. any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which that party is subject to in any jurisdiction, including those relating to anti-bribery and anti-corruption such as, but not limited to, the Bribery Act 2010 (UK);
 - b. the common law as applicable to that party from time to time;
 - c. any binding court order, judgment or decree affecting that party; and
 - d. all applicable statutory and all other rules, regulations, instruments and provisions in force from time to time including the rules, codes of conduct, codes or practice, practice requirements, guidance and accreditation terms stipulated by any regulatory authority relevant to that party.

14. Notices

Any notice required to be given pursuant to the Contract shall be in writing and sent either by hand, prepaid recorded delivery, registered post, facsimile transmission or electronic mail to NEP Connect or the Customer at the address as specified in the Contract Document and the notice shall be deemed to have been received by the addressee at the time of delivery (if by hand) or within seventy two (72) hours of posting or twenty four (24) hours if sent by facsimile transmission or electronic mail to the correct facsimile

transmission number (with correct answerback) or correct electronic mail address of the addressee.

15. General

- 15.1 The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter. No waiver of any term or condition of the Contract shall operate as a waiver of another or constitute a continuing waiver.
- 15.2 Nothing in the Contract shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties and the Customer shall have no power to bind NEP Connect or to contract in the name of or create a liability against NEP Connect in any matter whatsoever other than as set out in the Contract.
- 15.3 Any amendment or variation to the Contract shall only be made by prior written agreement between the parties.
- 15.4 The unenforceability of any single provision of the Contract shall not affect any other provision thereof.
- 15.5 The Contract and any appendices and any documents annexed thereto and/or referred to therein constitute the entire understanding between the parties with respect to the subject matter thereof and supersede all prior agreements, negotiations and discussions between the parties relating thereto.
- 15.6 Both parties will comply with all applicable legislation regarding privacy, data protection, unsolicited communications, telecommunication and security.

15.7 This Contract shall be governed in accordance with English Law. In the event of a dispute concerning this Contract, the parties shall in their first instance use their reasonable endeavours to attempt to resolve the dispute at senior management level within 14 days of such dispute arising, failing which it is irrevocably agreed that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Contract and that accordingly any suit, action or proceeding arising out of or in connection with this Contract, whether contractual or non-contractual (in this Clause referred to as "Proceedings") may be brought in such courts. Nothing in this Clause shall limit the right of NEP Connect to take Proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking by NEP Connect of Proceedings in any other jurisdiction, whether concurrently or not.

16. Conditions for Transmission Services

- 16.1 The minimum period for placing an order for a transmission Service is thirty (30) minutes before the Service is required to commence. If an order is accepted by NEP Connect within a period shorter than thirty (30) minutes NEP Connect shall use reasonable endeavours to perform the Service, but the Customer acknowledges that due to the time restrictions NEP Connect has no liability to it for failing to perform the Service in accordance with the terms of the Contract.
- 16.2 A grace period may be required by NEP Connect before the commencement of a transmission Service in order for NEP Connect to perform line-up tests. This shall be at the complete discretion of NEP Connect and the Service shall not be provided to the Customer during such periods.

17. Conditions for Satellite Services

- 17.1 The Customer acknowledges that each order shall:
- a. have a minimum Service period of at least fifteen (15) minutes; and
 - b. only be capable of being booked in 5 minute increments (and shall be rounded

up to the nearest 5 minute increment for the purposes of invoicing).

17.2 Subject to Clause 6, NEP Connect shall not be responsible or liable to the Customer for the performance of the space segment capacity.

17.3 The Customer acknowledges that use of any satellite provided under the Contract may on occasion be pre-empted or interrupted by the satellite provider. This may happen for various reasons, including in order to protect the overall performance of the satellite, to comply with the satellite provider's obligations to third parties, for other business or technical reasons or if the satellite provider's licence, permission or authorisation in respect the satellite is withdrawn. Where the satellite is pre-empted or interrupted, NEP Connect shall have no liability to the Customer as a result of any such action.

18. **Conditions for SNG Services**

18.1 NEP Connect shall obtain and maintain all statutory licences required to operate the SNG Facilities in relation to the Service where the SNG Facilities are located in, and the transmission is from, the United Kingdom. The Customer shall be responsible for obtaining and warrants to NEP Connect that it has obtained and maintains any licences required to carry out any broadcasting activities (including, without limitation, licences under the Broadcasting Acts 1990 to 1996).

18.2 Where requested by the Customer, NEP Connect shall (at the expense of the Customer) use reasonable endeavours to obtain any statutory or other licences, consents or approvals required to operate the SNG Facilities or to send a transmission from the SNG Facilities where the SNG Facilities are located and being used outside the United Kingdom. Where no such request is made the obligation to obtain all such licences, consents and approval shall rest with the Customer. The Customer shall indemnify NEP Connect against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) incurred in the use of the SNG Facilities outside the United Kingdom without any necessary licence, consent or approval. Engineers may refuse to provide the Service if not satisfied that all such licences consents and approvals are in place and such refusal shall not constitute a breach of this Contract by NEP Connect and the Fees for the Service shall remain payable notwithstanding such refusal.

19. **Conditions for Fibre Services**

19.1 The Customer shall be wholly responsible for:

- a. arranging and maintaining a connection to the NEP Connect Interface Point; and
- b. the delivery of Material up to and including the NEP Connect Interface Point.

19.2 Without prejudice to the generality of the Customer's obligations under Clause 7, the Customer shall be responsible for ensuring that all Engineers and all other personnel required to access any equipment at the NEP Connect Interface Point shall have free and uninterrupted access to such equipment for the duration of the Contract Period.

20. **Conditions for Manned Services**

20.1 Unless agreed otherwise between the parties, the Service shall be deployed from NEP Connect's premises or such other location as shall be specified by NEP Connect, and all travelling expenses (both to and from the location where the Service is to be performed) shall be charged to the Customer pursuant to Clause 5.

20.2 NEP Connect shall, in its complete discretion, decide in respect of any manned Service (whether before or during such Service) the number of Engineers required to support that Service and the Customer shall pay for such Engineers accordingly. No Engineer shall be required to work for continuous periods of more than ten (10) hours (or such lesser period as is required by applicable law) and each Engineer shall be entitled to a break for a continuous period of eight (8) hours in between such working

periods (or such greater period as is required by applicable law).

- 20.3 Subject to compliance with applicable law, an Engineer may be used for periods in excess of those stated in Clause 20.2 if the Engineer agrees to the same provided always that overtime shall be payable in respect of such excess period or periods to be calculated in accordance with the rates agreed by the parties or in the absence of agreement the current NEP Connect rate for overtime pay for Engineers.
- 20.4 NEP Connect reserves the right to refuse to supply or withdraw the supply of an Engineer and/or the Service in any circumstances where it has reasonable cause to believe that the safety and/or health of the Engineer could be, is or has been placed at risk by the actions of the Customer or in any location where the Customer requires the Service to be provided, or the continued provision of such Service could constitute a breach of applicable law.
- 20.5 NEP Connect reserves the right to substitute an Engineer with another Engineer at any time during the Contract Period.