



## FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS (GROUP)

CONTRACT PARTICULARS	
ODEON	Odeon Cinemas Group Limited (Reg No. 10246724)
ODEON's address	C/O Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, MK9 1FH
Supplier	[INSERT COMPANY NAME] (COMPANY No. [NUMBER])
Supplier's address	[INSERT REGISTERED ADDRESS]
Supplier's VAT number:	[INSERT VAT NUMBER]
Framework Agreement Commencement Date:	[INSERT START DATE]
Framework Agreement Minimum Term:	This Agreement shall be effective as of the Commencement Date and continue for a period of [insert e.g. 1 year, 2 years], unless terminated earlier hereunder.
Notice Periods for termination of the Framework Agreement following the Minimum Term:	Notice to be given by ODEON: [Insert e.g. 1 month] Notice to be given by Supplier: [Insert e.g. 3 months]
Brief Description of Goods	The Supplier shall supply to ODEON the goods as follows:  1. [INSERT SHORT DESCRIPTION OF GOODS]  and as further detailed in the Territory Agreement (the "Goods")

### BACKGROUND

The Supplier has agreed to supply Goods (as defined above) on the terms and conditions set out in this Agreement.

When ODEON or any of its Affiliates request Goods from the Supplier, and the Supplier is able to provide such Goods, the relevant parties will enter into a Territory Agreement in accordance with this Agreement. Each Territory Agreement will form a separate contract incorporating the terms and conditions set out in this Agreement.

This Agreement is made up of the following:

- 1) the Contract Particulars (Framework Agreement);
- 2) the Conditions; and
- 3) the remaining Schedules.

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document earlier in the list shall have priority over one contained in a document later in the list.

Signed on behalf of **ODEON:**

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Name:

.....

Position:

.....

Date:

.....

Signed on behalf of **Supplier:**

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Name:

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Position:

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Date:

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## SCHEDULE 1

### CONDITIONS

#### 1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement:

<b>Agreement:</b>	this framework agreement together with the Contract Particulars, Conditions and Schedules which are incorporated into and form an integral part of this Agreement;
<b>Business Day:</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>Charges:</b>	the agreed amounts (as set out in the Contract Particulars and/or the Territory Agreement) to be paid by the ODEON Affiliate to the Supplier for the supply of the Goods;
<b>Commencement Date:</b>	the commencement date for this Agreement and/or the Territory Agreement set out in the Contract Particulars;
<b>Confidential Information:</b>	any information which is or has been disclosed by or on behalf of one party to the other pursuant to, or in connection with, this Agreement and/or the Territory Agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential), or which otherwise comes into the possession of the other party in relation to the operation of this Agreement and/or the Territory Agreement, including the terms of such agreements;
<b>Delivery Date:</b>	the delivery date set out in the Contract Particulars;
<b>Goods:</b>	the goods to be supplied by the Supplier to ODEON as detailed in the Territory Agreement pursuant to the terms of this Agreement;
<b>Intellectual Property Rights:</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Locations:</b>	the agreed cinema and/or office locations of the ODEON Affiliate at and in respect of which the Goods are to be supplied by the Supplier as specified in the Territory Agreement, or as otherwise agreed in writing between the parties from time to time;

**Minimum Term:** the minimum term of this Agreement and/or the Territory Agreement as set out in the Contract Particulars;

**ODEON Affiliate:** means the ODEON Affiliate who enters into the Territory Agreement;

**Order** has the meaning given in clause 3.1;

**Service Failure:** a failure by the Supplier to deliver the Goods in accordance with the Service Levels;

**Service Levels:** the agreed levels and standards to which the Supplier is to provide the Goods under this Agreement as more particularly set out in Schedule 4 of the Territory Agreement;

**Supplier Hub** A website with the address [www.odeoncinemasgroup.com/supplierhub](http://www.odeoncinemasgroup.com/supplierhub) that contains important documents for suppliers;

**Term:** has the meaning given in clause 2.3;

**Territory Agreement:** an agreement for the provision of Goods by the Supplier to the ODEON Affiliate, a template of which is set out in Schedule 2 (Template Territory Agreement);

**Territory Agreement Commencement Date:** has the meaning given in the Contract Particulars of the Territory Agreement; and

**Territory Agreement Minimum Term:** has the meaning given in the Contract Particulars of the Territory Agreement.

1.2 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

#### 2. COMMENCEMENT AND DURATION

2.1 This Agreement shall take effect on the Commencement Date set out in the Contract Particulars (Framework Agreement) and shall, subject to any earlier termination in accordance with its provisions, remain in force for the Minimum Term set out in the Agreement. Upon the expiry of the Minimum Term, this Agreement shall continue in force until the later of: (i) termination by either party on written notice in accordance with the notice period set out in the Contract Particulars (Framework Agreement), such notice to expire on or after the end of the Minimum Term; or (ii) the expiry or termination of the last Territory Agreement.

2.2 The Territory Agreement shall take effect on the Territory Agreement Commencement Date and shall, subject to any earlier termination in accordance with its provisions, remain in force for the Territory Agreement Minimum Term. Upon the expiry of the Territory Agreement Minimum Term, the Territory Agreement shall continue in force until terminated by either party on written notice in accordance with the notice period set out in the Contract Particulars of the Territory Agreement, such notice to expire on or after the end of the Territory Agreement Minimum Term.

2.3 The Minimum Term and any subsequent period during which this Agreement and/or the Territory Agreement remains in force shall together be known as the "Term".

### 3. ORDERS

- 3.1 Throughout the Term, the Supplier shall supply, and the ODEON Affiliate shall purchase, such quantities of Goods as the ODEON Affiliate may order from time to time (each an "Order"). Upon receipt of any Order, the Supplier shall supply the required Goods to the ODEON Affiliate by the applicable Delivery Date and otherwise in accordance with the terms of this Agreement and the Territory Agreement.
- 3.2 ODEON and the ODEON Affiliates do not give any representation or warranty that any particular quantities of Goods will be purchased by the ODEON Affiliates under this Agreement or any Territory Agreement, whether in total or on any specific dates.
- 3.3 No terms and/or conditions endorsed upon, delivered with or contained in any documentation originating from the Supplier, the ODEON Affiliate or any other third party in connection with any Order or other supply of Goods will form part of this Agreement nor have any other binding legal effect.
- 3.4 If agreed, any required minimum order quantity for the Goods will be specified in the Contract Particulars.
- 3.5 Supply of goods
- 3.6 The Supplier shall:
- a) supply the Goods to the ODEON Affiliate throughout the Term at all times in accordance with: (i) its requirements in all respects, including any applicable Service Levels; and (ii) good industry practice;
  - b) co-operate with, and comply with all reasonable instructions of the ODEON Affiliate in all matters relating to the supply and use of the Goods;
  - c) obtain, and at all times maintain during the Term, any and all licences, permissions, authorisations and/or consents necessary for the performance of this Agreement by the Supplier and the intended or actual use of the Goods by the ODEON Affiliate;
  - d) comply with (and will ensure that any Goods provided are compliant with) any applicable laws, statutes, and regulations from time to time in force;
  - e) ensure that the Goods are supplied so as not to cause any interruption to the normal business operations of ODEON and/or the ODEON Affiliate;
  - f) maintain sufficient manufacturing capacity, stocks of raw materials, packaging and stocks of Goods to enable it to meet in full any and all Orders; and
  - g) not do nor omit to do anything which may cause ODEON and/or the ODEON Affiliate to lose any licence, authority, consent and/or permission upon which ODEON and/or the ODEON Affiliate relies for the purposes of conducting their business and/or use of the Goods.
- 3.7 The Supplier shall ensure that any and all Goods supplied to the ODEON Affiliate will:
- (a) correspond with any relevant agreed specification, any Order and sample;
  - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by ODEON and/or the ODEON Affiliate, expressly or by implication, and in this respect ODEON and the ODEON Affiliate rely on the Supplier's skill and judgement;
  - (c) where they are manufactured products, be free from any and all defects in design, material and workmanship

and remain so for 12 months after delivery; and

- (d) comply fully with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.

### 4. DELIVERY

- 4.1 The Supplier shall ensure that:
- (a) the Goods are properly packed, marked and secured in such manner as to enable them to reach their destination and be delivered to, and accepted by the ODEON Affiliate, in good and undamaged condition; and
  - (b) each delivery of the Goods is accompanied by a delivery note which states, as a minimum, the date and time of the Order to which the delivery relates, the applicable Order number (if any), the quantity of each type of those Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods:
- (a) on the Delivery Date(s) specified in the Contract Particulars and/or the Territory Agreement;
  - (b) to the Location(s) specified in the Order or as otherwise instructed by the ODEON Affiliate before delivery;
  - (c) to the Location drop-off point (as advised by the ODEON Affiliate) and in accordance with any access guidelines issued by ODEON and/or the ODEON Affiliate to the Supplier from time to time; and
  - (d) during the ODEON Affiliate's normal hours of business on a Business Day, or as otherwise instructed by the ODEON Affiliate.
- 4.3 The Supplier shall provide all labour, resources, materials and/or equipment necessary for proper, safe, timely and efficient delivery of the Goods in accordance with the terms of this Agreement and/or Territory Agreement, including to any Location and/or agreed drop-off point.
- 4.4 Delivery of the Goods shall be completed on the unloading of all the Goods at the Location in accordance with the ODEON Affiliate's reasonable directions and instructions.
- 4.5 If the Supplier:
- (a) delivers less than 95% of the quantity of Goods ordered, the ODEON Affiliate may reject the Goods; or
  - (b) delivers more than 105% of the quantity of Goods ordered, the ODEON Affiliate may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense.
- If the Supplier delivers more or less than the quantity of Goods ordered, and the ODEON Affiliate accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.6 The Supplier shall not deliver the Goods in instalments without the ODEON Affiliate's prior written agreement. If it is agreed that Goods may be delivered by instalments, they shall be paid for by the ODEON Affiliate in separate corresponding instalments.
- 4.7 If the Goods are incorrectly delivered, the Supplier will be liable for any additional expense involved in handling and delivering them to their correct destination.

4.8 The ODEON Affiliate shall not be deemed to have accepted the Goods until it has had three (3) days to inspect them following delivery. The ODEON Affiliate shall also have the right to reject the Goods as though they have not been accepted for three (3) days after any latent defect in the Goods has become apparent.

## 5. ODEON'S REMEDIES

5.1 If the Supplier supplies Goods that do not comply with the requirements of this Agreement (including any Order) then, without limiting its other rights or remedies, and whether or not it has accepted the Goods, the ODEON Affiliate may, at its sole discretion, exercise one or more of the following rights and remedies:

- (a) reject such Goods (in whole or in part) and return them to the Supplier at the Supplier's sole risk and expense;
- (b) require the Supplier, at the Supplier's expense, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (c) refuse to accept any subsequent delivery of the Goods in question which the Supplier attempts to make;
- (d) obtain substitute goods from any third party and recover from the Supplier any costs incurred by the ODEON Affiliate in obtaining such substitute goods; and/or
- (e) claim damages for any additional costs, loss and/or expenses incurred by the ODEON Affiliate arising from any such non-compliance.

5.2 These provisions shall extend to any repaired or replacement Goods supplied by the Supplier.

5.3 The ODEON Affiliate may terminate this Agreement in whole or in part by written notice with immediate effect if a Service Failure is irremediable or (if such Service Failure is remediable) the Supplier fails to remedy the Service Failure within a period of 30 days after being notified in writing to do so.

5.4 Notwithstanding any other right or remedy which may be available to it, if at any time ODEON and/or the ODEON Affiliate considers that it needs to implement a product recall in respect of the Goods or any part or type of them, the Supplier will provide to ODEON and/or the ODEON Affiliate (at no cost) such assistance as they reasonably require in order to take such product recall activity.

5.5 The remedies under this clause 5 shall be in addition to those rights and remedies implied by statute or common law.

## 6. TITLE AND RISK

6.1 The Supplier warrants that it has full, clear and unencumbered title to the Goods and is entitled to sell the Goods to the ODEON Affiliate in accordance with the provisions of this Agreement.

6.2 Title and risk in the Goods shall pass to the ODEON Affiliate on completion of delivery, which shall be carried out in accordance with the provisions of clause 4.

## 7. ODEON'S OBLIGATIONS

The ODEON Affiliate shall provide the Supplier with such reasonable access at reasonable times to the Locations as may be necessary for the Supplier to supply the Goods in accordance with the requirements of this Agreement.

## 8. RIGHTS OF INSPECTION

8.1 The Supplier shall, on reasonable notice by ODEON and/or an ODEON Affiliate, permit any ODEON authorised representative(s) from time to time and during normal working hours to enter and inspect any premises at which the Goods are manufactured for ODEON and/or an ODEON Affiliate (and any other areas where the Goods are handled, processed and/or

stored), in each case to the extent reasonably necessary in order to verify the Supplier's compliance with this Agreement and/or the Territory Agreement.

8.2 If, at any time (including following any such inspection), ODEON and/or an ODEON Affiliate has the reasonable opinion that the Supplier is in breach of any provision of this Agreement, ODEON and/or the ODEON Affiliate may, without limiting its other rights or remedies, notify the Supplier and the Supplier shall, as soon as practicable upon receipt of any such notice: (i) take such action as is reasonably necessary to ensure compliance in full with this Agreement; and (ii) demonstrate the same to ODEON and/or the ODEON Affiliate's reasonable satisfaction.

8.3 Notwithstanding any such inspection, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Agreement, and ODEON and/or the ODEON Affiliate shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

## 9. CHARGES AND PAYMENT

9.1 In consideration of, but subject always to, the due and proper supply of the Goods in accordance with the terms of this Agreement, the ODEON Affiliate shall pay the Charges to the Supplier as set out in this clause.

9.2 The Charges shall not be increased without the prior written agreement of the parties.

9.3 The Charges shall be inclusive of the costs of packaging, insurance, carriage and delivery of the Goods, unless otherwise agreed in writing in advance by the ODEON Affiliate.

9.4 The Supplier shall be entitled to invoice the ODEON Affiliate for the Charges monthly in arrears, or in accordance with the payment schedule set out in the relevant Territory Agreement, whichever is later, for Goods delivered and accepted by the ODEON Affiliate. Each invoice shall include such supporting information required by the ODEON Affiliate to verify the accuracy of the invoice, including any applicable purchase order number.

9.5 In certain territories, the Supplier shall raise separate invoices depending on the Location of the supply of the Goods in question, details as can be found at the Supplier Hub:

9.6 Unless specified otherwise in the Territory Agreement, the Supplier's invoices will be payable by the ODEON Affiliate within 45 days of receipt of the same, provided that the amounts invoiced are not the subject of a bona fide dispute between the parties.

9.7 All amounts payable by the ODEON Affiliate under this Agreement are expressed to be exclusive of VAT.

9.8 Subject to clause 9.7, the Charges shall include every cost, duty, tax, withholding and/or expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods.

9.9 If a party fails to make any payment due to the other party under this Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of two per cent (2%) per annum above the Barclays base rate in force from time to time. 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 judgment. The defaulting party shall pay the interest together with the overdue amount.

9.10 The ODEON Affiliate may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the ODEON Affiliate against any liability of the ODEON Affiliate to the Supplier under the Territory Agreement. The Supplier shall not be entitled to make any such set-off against the ODEON Affiliate.

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1 Neither party shall use the name, logo or any other Intellectual Property Rights of the other party (whether in the performance of this Agreement, the Territory Agreement or otherwise) without the express written agreement of that other party.

10.2 The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by ODEON and/or the ODEON Affiliate to the Supplier ("**ODEON Materials**") and all rights in the ODEON Materials are and shall remain the exclusive property of ODEON and/or the ODEON Affiliate. The Supplier shall keep the ODEON Materials in safe custody at its own risk, maintain them in good condition until returned to ODEON and/or the ODEON Affiliate and not dispose or use the same other than in accordance with ODEON and/or the ODEON Affiliate's written instructions or authorisation.

10.3 The Supplier hereby grants (and, where relevant, shall procure the grant) to the ODEON Affiliate any and all necessary licences, consents, clearances and/or permissions to enable the ODEON Affiliate to use and benefit from the Goods to the fullest extent contemplated by this Agreement.

10.4 The Supplier hereby warrants to ODEON and the ODEON Affiliate that the supply of the Goods in accordance with this Agreement (and the ODEON Affiliate's use of the same) will not infringe the Intellectual Property Rights or other rights of any third party.

## 11. INDEMNITY AND LIABILITY

11.1 The Supplier shall indemnify and keep fully and effectively indemnified ODEON and the ODEON Affiliates on demand against all liabilities, costs, expenses, damages and/or losses awarded against, or suffered, incurred or paid by ODEON or any ODEON Affiliate(s) arising out of or in connection with:

- (a) any claim made against ODEON or any ODEON Affiliate(s) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods;
- (b) any claim made against ODEON or any ODEON Affiliate(s) by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods;
- (c) any death of, personal injury or damage to property to any employee(s), agent(s) and/or sub-contractor(s) of ODEON or any ODEON Affiliate(s), arising out of or in connection with defects in Goods; and
- (d) any claim made against ODEON or any ODEON Affiliate by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier, its employees, agents or subcontractors.

11.2 Subject to clause 11.4, neither party shall be liable for any indirect or consequential loss suffered or incurred by the other party which arises under or in connection with this Agreement or a Territory Agreement.

11.3 Subject to clause 11.2 and 11.4, each party's liability in contract, tort (including negligence) or otherwise howsoever arising under or in connection with this Agreement or a Territory Agreement shall be limited to the higher of (i) £250,000 or (ii) 200% of the total Charges paid or payable under the Territory Agreement.

11.4 Nothing in this Agreement or a Territory Agreement shall limit or exclude either party's liability:

- (a) arising under clause 13 (Confidentiality);
- (b) arising under clause 11;

- (c) for death or personal injury arising from its negligence;
- (d) for fraudulent misrepresentation; or
- (e) for any other matter in respect of which liability cannot be limited or excluded by operation of law.

## 12. INSURANCE

12.1 The Supplier shall maintain throughout the duration of this Agreement (and a period of six years thereafter for professional indemnity insurance) the minimum insurance cover levels and types of insurance set out at the Supplier Hub. The Supplier shall provide to ODEON and the ODEON Affiliates (and to their reasonable satisfaction) written evidence that such insurance is in place prior to the Commencement Date and on each anniversary of the Commencement Date. The Supplier acknowledges that compliance with this obligation shall be, at ODEON and the ODEON Affiliate's discretion, a pre-condition to payment of the Charges.

## 13. CONFIDENTIALITY

13.1 Each party undertakes that it will not at any time, whether during or after the Term of this Agreement and/or the Territory Agreement, copy, use and/or disclose to any person any Confidential Information of the other party, except as permitted by this Agreement and/or the Territory Agreement.

13.2 The above obligations of confidence shall not apply to any Confidential Information which:

- (a) is or becomes generally publicly available other than as a result of its disclosure by the recipient in breach of this Agreement and/or the Territory Agreement or of any other undertaking of confidentiality;
- (b) was lawfully in the possession of the recipient before the information was disclosed to it by or on behalf of the discloser;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) the parties agree in writing is not confidential or may be disclosed.

13.3 Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations under this Agreement or the Territory Agreement, provided that they shall ensure that such employees, officers, representatives or advisers to whom the Confidential Information is disclosed comply with this clause 13; and/or
- (b) as may be required by law, court order or any governmental or regulatory authority.

13.4 Neither party shall make any press release or other announcement in relation to the existence of this Agreement or the Territory Agreement or their operation, in each case without the express written consent of the other party.

## 14. COMPLIANCE WITH POLICIES

14.1 If, at any time during the Term, the Supplier's employees, contractors or agents are required to work on the ODEON Affiliate's premises (including any Location), the Supplier shall ensure that all such employees, contractors or agents shall, whilst on such premises, comply fully with the ODEON Affiliate's rules, policies and/or procedures (including those relating to

- health and safety and site security) and all reasonable instructions or directions issued by ODEON and/or the ODEON Affiliates from time to time.
- 14.2 The Supplier shall, to the extent applicable to the Goods being provided, comply with ODEON Code of Practice for Contractors, as notified to the Supplier by ODEON or the ODEON Affiliate from time to time.
- 14.3 If, at any time during the Term, the Supplier or any of its employees, contractors and/or agents fail (or the ODEON Affiliate has reasonable grounds to believe they will fail) to comply at any time with clauses 14.1 and/or 14.2 (or any other term of this Agreement), the ODEON Affiliate shall be entitled at its sole discretion to eject the individual(s) in question from, and/or refuse them access to, any ODEON premises.
- 14.4 Within the scope of ODEON's corporate responsibility, it is expected that all of its suppliers will act in a responsible manner. It is therefore, expected that the Supplier will comply with any applicable laws, statutes, regulations and codes relating to:
- (a) anti-slavery and human trafficking, including the Modern Slavery Act 2015;
  - (b) anti-bribery and anti-corruption applicable in the Territory including, but not limited to, any law statute, regulation and/or code referenced in the Territory Agreements; and
  - (c) environmental standards and regulations in the relevant Territory.
- 14.5 The Supplier warrants and undertakes that:
- (a) the Supplier has and shall read ODEON's Modern Slavery Act policy, ODEON's ethics, anti-bribery and anti-corruption policies and such other policies as notified by the ODEON Affiliate to the Supplier from time to time ("**ODEON's Policies**"); and
  - (b) the Supplier has, and shall maintain in place throughout the Term, its own policies and procedures which are equivalent to ODEON's Policies, and shall comply with such policies at all times in providing the Goods.
- 14.6 Current copies of ODEON's Policies can be downloaded from the Supplier Hub.
- 15. TERMINATION**
- 15.1 Without affecting any other right or remedy available to them, ODEON, the Supplier or an ODEON Affiliate may terminate this Agreement or a Territory Agreement (as applicable) in whole or in part at any time during the Term by written notice with immediate effect if:
- (a) the other party becomes insolvent, or makes any arrangement with creditors, or is liquidated whether voluntarily or compulsorily, or has a receiver or administrator or examiner appointed, ceases to trade or carry on its business or experiences an event similar or analogous to any of those listed above under the laws of any jurisdiction; or
  - (b) the other party commits a material breach of any term of this Agreement or the Territory Agreement (as applicable) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 15.2 The ODEON Affiliate shall be entitled to terminate the Territory Agreement in whole or in part (including removing individual Locations) on giving at least 3 months' written notice for convenience at any time.
- 15.3 Termination of a Territory Agreement will not affect any other Territory Agreements which are in force at that time.
- 16. ADDING AND REMOVING LOCATIONS**
- 16.1 If ODEON and/or an ODEON Affiliate ceases to own, operate and/or manage any Location(s), or any Location(s) closes for refurbishment (or for any similar reason), they shall be entitled to remove the Location in question from the scope of the Territory Agreement on giving the Supplier one month's written notice.
- 16.2 ODEON and/or an ODEON Affiliate may add Locations to the scope of this Agreement and the Territory Agreement on giving the Supplier one month's written notice.
- 17. CONSEQUENCES OF TERMINATION**
- 17.1 On termination or expiry of this Agreement, the Supplier shall:
- (a) immediately collect (at no cost to the ODEON Affiliate) any equipment or materials that it may have provided to the ODEON Affiliate (other than the Goods sold) under or in connection with this Agreement;
  - (b) immediately return all ODEON Materials. If the Supplier fails to do so, then the ODEON Affiliate may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement; and
  - (c) if so requested by the ODEON Affiliate, provide reasonable assistance to the ODEON Affiliate to facilitate a smooth transition to a new supplier.
- 17.2 Termination or expiry of this Agreement shall not affect any of the parties' rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement or the Territory Agreement which existed at or before the date of termination or expiry.
- 17.3 Clauses which expressly or by implication survive termination of this Agreement shall continue in full force and effect
- 18. ACCOUNT MANAGEMENT AND REPORTING**
- 18.1 A senior representative of ODEON and the Supplier shall, from time to time throughout the duration of the Term, meet at such time and place as may be agreed between them to review the performance by ODEON and the Supplier of their respective obligations under this Agreement.
- 18.2 The Supplier shall comply with the account management and reporting obligations set out in the Contract Particulars.
- 19. ALLERGENS**
- 19.1 This clause 19 will apply where the Supplier is supplying edible Goods.
- 19.2 The Supplier shall provide the ODEON Affiliate with the specifications for the Goods on a quarterly basis and on request by the ODEON Affiliate. The Supplier shall immediately notify the ODEON Affiliate of any changes to the specifications. The Supplier shall be responsible for ensuring that any allergens are clearly identified in the specifications of the Goods.
- 19.3 The Supplier must obtain laboratory test results from its own suppliers using an accredited laboratory, to check that the Goods are allergen-free (including but not limited to testing for milk, milk proteins, soya, cereals that include gluten, and nuts (including tree nuts and peanuts)). The Supplier will provide the test results upon request by the ODEON Affiliate.

- 19.4 The Supplier will inform the ODEON Affiliate immediately of any problems there may be with the Goods supplied to the ODEON Affiliate, including:
- (a) any actual or potential cross contamination;
  - (b) any actual or potential foreign object contamination;
  - (c) any food hygiene issues;
  - (d) any actual or suspected presence of allergens; and/or
  - (e) any other issue which could make the Goods unfit or unsuitable for consumption by the ODEON Affiliate's customers.
- 19.5 The Supplier will notify ODEON and the ODEON Affiliates and provide details of any contact with any regulatory authority (including, without limitation, expressions of concern, requests for information, directions, or enforcement notice) which it knows is likely materially and adversely to affect its ability to manufacture and supply the Goods in accordance with this Agreement.
- 20. GENERAL**
- 20.1 Subject to clauses 20.2 and 20.10, neither party shall assign, sub-contract nor otherwise transfer any or all of its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld
- 20.2 ODEON and the ODEON Affiliate may assign or subcontract any or all of their rights and obligations under this Agreement or a Territory Agreement to any ODEON Affiliate.
- 20.3 If the Supplier does sub-contract any aspect of the supply of the Goods to a third party, the Supplier shall at all times: (a) be solely responsible and liable for procuring the relevant sub-contractor's compliance with the terms of this Agreement and the Territory Agreement; and (b) remain primarily liable to ODEON or the ODEON Affiliate for the performance of any obligations of the Supplier pursuant to this Agreement and the Territory Agreement. Any such sub-contracting shall not relieve the Supplier of any liability for the performance of this Agreement or the Territory Agreement, and the actions and omissions of any such sub-contractor shall be deemed to be the actions and omissions of the Supplier for the purposes of this Agreement or the Territory Agreement.
- 20.4 Any and all notices given to a party under or in connection with this Agreement or a Territory Agreement shall be in writing and shall be delivered by hand or by pre-paid, registered or recorded delivery post to the Company Secretary at the relevant party's registered address.
- 20.5 Any notice shall be deemed to have been received:
- (a) if delivery by hand, on signature of a delivery receipt; and
  - (b) if sent by pre-paid, registered or recorded delivery post, at 9.00 am on the second business day after posting.
- 20.6 This Agreement and/or the relevant Territory Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.
- 20.7 If any provision or any part of a provision of this Agreement or a Territory Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but the other provisions of this Agreement or Territory Agreement and the remainder of the provision in question shall remain in full force and effect and the parties shall negotiate in good faith to replace any illegal or unenforceable provisions with substitute provisions having the nearest equivalent effect that is permitted by law.
- 20.8 No failure or delay by either party in enforcing the provisions of this Agreement or Territory Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.
- 20.9 Nothing in this Agreement or Territory Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 20.10 The parties acknowledge that ODEON enters this Agreement, and the ODEON Affiliate enters into Territory Agreements, for the benefit of themselves and certain other companies within ODEON's group of companies which from time to time may own, operate and/or manage any of the Locations. A list of the beneficiaries as at the Commencement Date is set out at the Supplier Hub. Any additional beneficiaries shall be notified by ODEON to the Supplier from time to time. Each of the terms, conditions and warranties for the benefit of ODEON and the ODEON Affiliate contained in this Agreement shall benefit each such beneficiary and shall be enforceable by them in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 20.11 Save as set out in clause 20.10, a person who is not a party to this Agreement or Territory Agreement shall not have any rights to enforce any of their terms (other than to the extent existing under the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.
- 20.12 Except as expressly set out in this Agreement or the Territory Agreement, no variation of this Agreement shall be effective unless it is agreed in writing and signed by duly authorised representatives of each party.
- 20.13 Neither party shall be in breach of this Agreement or Territory Agreement, nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement or Territory Agreement if any such delay or failure results directly from events, circumstances or causes beyond its reasonable control ("Force Majeure Event").
- 20.14 The party claiming the Force Majeure Event shall promptly notify the other party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.
- 20.15 The party claiming the Force Majeure Event shall take all reasonable steps necessary to bring that event to a close or to find a solution by which its obligations under this Agreement or Territory Agreement may be performed despite the Force Majeure Event.
- 20.16 If the Force Majeure Event relates to the supply of the Goods and the period of delay or non-performance continues for more than thirty (30) consecutive days the party not affected may terminate this Agreement or the relevant Territory Agreement in whole or in part by giving fourteen (14) days written notice to the affected party.
- 20.17 The parties acknowledge that the ODEON Affiliate may, as a result of laws imposed or actions taken by a Government or public authority in respect of the COVID-19 pandemic, be:
- (a) prevented from opening one or more of its Locations to the general public; or
  - (b) so materially restricted in terms of the operation of one or more of its Locations that it does not open such Locations to the general public on the basis that it is not commercially viable to do so,  
(a "COVID-19 Site Restriction").



- 20.18 In the event one or more Locations are affected by a COVID-19 Site Restriction, the ODEON Affiliate may, by written notice to the Supplier, waive its obligation to receive (and pay for) any Goods at those Locations during the period of the relevant Covid-19 Site Restriction (the "**Waived Orders**"). Any such notice shall specify the affected Locations.
- 20.19 The Supplier shall not be in breach of this Agreement in respect of any failure to deliver any Waived Orders and the ODEON Affiliate shall not be in breach of this Agreement in respect of any failure to pay for any such Waived Orders.
- 20.20 The ODEON Affiliate shall as soon as reasonably practicable, by written notice, notify the Supplier on the expiry of any COVID-19 Site Restrictions.
- 20.21 This Agreement and any Territory Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 20.22 This Agreement and any Territory Agreement, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England.
- 20.23 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, any Territory Agreement or their subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 2

### TEMPLATE TERRITORY AGREEMENT

**[Please delete all explanatory notes highlighted in yellow when completing the Territory Agreements]**

“ODEON Affiliate”	
Company name	[Please insert – must be full legal entity. See table below]
Company number	[Please insert]
Registered office address	[Please insert]

**[Please choose the correct contracting entity from this table]**

Territory	Contracting entity	Company number	Registered office address
Spain	Cinesa-Compañía de Iniciativas y Espectáculos, S.A.	A08 109506	Rosselló i Porcel, n.21, 5 <sup>th</sup> floor, 08016 Barcelona, Spain
Portugal	Cinema International Corporation Lda	500558302	Avenida Fontes Pereira de Melo, 6, 1050-121 Lisboa
Italy	UCI Italia S.p.A.	04342801000 REA MI - 1542455	Via Carlo Donat Cattin, 5, 20063 – Cernusco Sul Naviglio, Milano, Italia
Germany	United Cinemas International Multiplex GmbH,	AG Bochum HR B 3657	Oskar-Hoffman-Str. 165, 44789 Bochum, Germany
UK (can also be used where UK is contracting on behalf of Ireland)	Odeon Cinemas Limited	1854132	C/O Shoosmiths LLP, 100 Avebury Boulevard, Milton Keynes, MK9 1FH
Finland	Finnkino Oy	0647239-1	Mannerheimintie 113 00280 Helsinki Finland
Sweden	Filmstaden AB	556035-1651	Greta Garbros väg 11-13, 169 86 Stockholm, Sweden
Norway	ODEON Kino AS, a company registered in Norway	962 277 055	Wergerlandsveien 21 0167 Oslo, Norway

“Supplier”	
Company name	[Please insert – must be full legal entity]
Company number	[Please insert]
Registered office address	[Please insert]

## BACKGROUND

Odeon Cinemas Group Limited (company number 10246724) and [Supplier name (company number XXX)] entered into a Framework Agreement on [insert date of signature of the Framework Agreement by both parties] (“**Framework Agreement**”).

The ODEON Affiliate wishes to purchase and the Supplier has agreed to supply Goods on the terms and conditions set out in this Territory Agreement.

The terms of the Framework Agreement will be incorporated into this Territory Agreement.

This Territory Agreement is made up of the following:

- 1) the Contract Particulars (Territory Agreement);
- 2) the terms of the Framework Agreement as incorporated into this Territory Agreement; and
- 3) the Schedules.

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

## CONTRACT PARTICULARS (TERRITORY AGREEMENT)

Territory Agreement Commencement Date:	[INSERT START DATE]
Territory Agreement Minimum Term:	This Territory Agreement shall be effective as from the Territory Agreement Commencement Date and continue for a period of [insert e.g. 1 year, 2 years], unless terminated earlier hereunder.
Notice periods for termination of the Territory Agreement following the Territory Agreement Minimum Term:	Notice to be given by ODEON: [Insert e.g. 1 month]
	Notice to be given by the Supplier: [Insert e.g. 3 months]
Delivery Date:	[Insert e.g 14 days from date of Order]
Minimum order Quantity:	[Please insert or say “none” if there is no MOQ]
Account management:	[Please insert details of: <ul style="list-style-type: none"><li>• any regular review meetings e.g. location, frequency and who attends</li><li>• escalation procedure.]</li></ul>
Reporting:	The Supplier shall provide to the ODEON Affiliate reports containing details of the Goods, as reasonably required by ODEON from time to time.
Territory:	[Please insert]
Currency:	[Please insert. This should be in local currency unless approved by Group Finance]
Local Requirements:	[Please insert the following, depending on the territory:

**[Please note any services are being provided under this agreement additional wording will be needed from a local law perspective so please use the supply of Goods and Services template instead or consult with Group Legal.]**

### **Spain**

Payment terms are 60 days from the date of invoice

Clause 16(1)(a) of the Framework Agreement (Termination for Insolvency) shall have no effect.

Withholding tax:

**[Note: If the Territory Agreement is between Cinesa and a Spanish supplier, this withholding tax clause can be removed. If the Territory Agreement is between Cinesa and a supplier based in another territory, please speak to the local finance teams (CC Chris Earnshaw) to see whether this clause is needed.]** In the event any withholding tax is imposed on payments to be made by the ODEON Affiliate to the Supplier under this Territory Agreement, then:

the ODEON Affiliate shall pay to the relevant authority within the period permitted by law the amount of such withholding tax, and pay the relevant invoice to the Supplier net of such withholding tax and the ODEON Affiliate shall forthwith provide the Supplier with documentary evidence of the payment of any such taxes;

the ODEON Affiliate shall provide the Supplier with reasonable assistance in establishing with the relevant authority the amounts which are not subject to such withholding tax; and the ODEON Affiliate shall provide the Supplier with reasonable assistance in obtaining or providing documents or other information as may be necessary or required to obtain a repayment or credit of such withholding tax.

In the event of any recovery of part of all such withholding tax by the ODEON Affiliate, the ODEON Affiliate shall pay the full amount of such recovery to the Supplier as soon as reasonably practicable.

The Supplier shall provide the ODEON Affiliate with all tax residence certificates as required by Spanish Law, in order to allow the application of the reduced withholding percentage for Non Residence Tax agreed in any applicable income tax treaty.

In the event that the relevant tax authority in Spain imposes withholding tax on payments made to the Supplier under this Territory Agreement where no previous withholding tax were held by the ODEON Affiliate on such payments, the Supplier agrees to reimburse the ODEON Affiliate for such withholding tax imposed by the tax authority upon the ODEON Affiliate showing to the Supplier evidence of payment request of such withholding tax by the relevant tax authorities in Spain.

### **Portugal**

Payment terms are 60 days from the date of invoice

Withholding tax:

**[Note: If the Territory Agreement is between CIC and a Portugese supplier, this withholding tax clause can be removed. If the Territory Agreement is between CIC and a supplier based in another territory, please speak to the local finance teams (CC Chris Earnshaw) to see whether this clause is needed.]** In the event any withholding tax is imposed on payments to be made by the ODEON Affiliate to the Supplier under this Territory Agreement, then:

the ODEON Affiliate shall pay to the relevant authority within the period permitted by law the amount of such withholding tax, and pay the relevant invoice to the Supplier net of such withholding tax and the ODEON Affiliate shall forthwith provide the Supplier with documentary evidence of the payment of any such taxes;

the ODEON Affiliate shall provide the Supplier with reasonable assistance in establishing with the relevant authority the amounts which are not subject to such withholding tax; and the ODEON Affiliate shall provide the Supplier with reasonable assistance in obtaining or providing documents or other information as may be necessary or required to obtain a repayment or credit of such withholding tax.

In the event of any recovery of part of all such withholding tax by the ODEON Affiliate, the ODEON Affiliate shall pay the full amount of such recovery to the Supplier as soon as reasonably practicable.

The Supplier shall provide the ODEON Affiliate with all tax residence certificates as required by Portugese Law, in order to allow the application of the reduced withholding percentage for Non Residence Tax agreed in any applicable income tax treaty.

In the event that the relevant tax authority in Portugal imposes withholding tax on payments made to the Supplier under this Territory Agreement where no previous withholding tax were

	<p>held by the ODEON Affiliate on such payments, the Supplier agrees to reimburse the ODEON Affiliate for such withholding tax imposed by the tax authority upon the ODEON Affiliate showing to the Supplier evidence of payment request of such withholding tax by the relevant tax authorities in Portugal.</p> <p><b>Italy</b></p> <p>Payment terms are 60 days from the date of invoice. The Supplier shall give a detailed breakdown of the goods or services provided to the ODEON Affiliate in each of the invoices.</p> <p><b>Withholding Tax</b></p> <p><b>[Note: If the Territory Agreement is between UCI Italia and an Italian supplier, this withholding tax clause can be removed. If the Territory Agreement is between UCI Italia and a supplier based in another territory, please speak to the local finance teams (CC Chris Earnshaw) to see whether this clause is needed.]</b> In the event any withholding tax is imposed on payments to be made by the ODEON Affiliate to the Supplier under this Territory Agreement, then:</p> <p>the ODEON Affiliate shall pay to the relevant authority within the period permitted by law the amount of such withholding tax, and pay the relevant invoice to the Supplier net of such withholding tax and the ODEON Affiliate shall forthwith provide the Supplier with documentary evidence of the payment of any such taxes;</p> <p>the ODEON Affiliate shall provide the Supplier with reasonable assistance in establishing with the relevant authority the amounts which are not subject to such withholding tax; and</p> <p>the ODEON Affiliate shall provide the Supplier with reasonable assistance in obtaining or providing documents or other information as may be necessary or required to obtain a repayment or credit of such withholding tax.</p> <p>In the event of any recovery of part of all such withholding tax by the ODEON Affiliate, the ODEON Affiliate shall pay the full amount of such recovery to the Supplier as soon as reasonably practicable.</p> <p>The Supplier shall provide the ODEON Affiliate with all tax residence certificates as required by Italian Law, in order to allow the application of the reduced withholding percentage for Non Residence Tax agreed in any applicable income tax treaty.</p> <p>In the event that the relevant tax authority in Italy imposes withholding tax on payments made to the Supplier under this Agreement where no previous withholding tax were held by the ODEON Affiliate on such payments, the Supplier agrees to reimburse the ODEON Affiliate for such withholding tax imposed by the tax authority upon the ODEON Affiliate showing to the Supplier evidence of payment request of such withholding tax by the relevant tax authorities in Italy.</p>
Territory Agreement Special Conditions:	[Please insert or say "none"]

Signed on behalf of **ODEON Affiliate:** .....

Name: .....

Position: .....

Date: .....

[Note: For Spain, Portugal and Italy 2 signatures are required so you will need 2 signature blocks. For the other territories only one signatory is needed so you can delete the second execution block]

[Signed on behalf of **ODEON Affiliate:** .....

Name: .....

Position: .....

Date: .....

Signed on behalf of **Supplier:** .....

Name: .....

Position: .....

Date: .....

**SCHEDULE 1**

**GOODS**

[Insert full specification for the Goods]

**SCHEDULE 2**

**CHARGES**

[To be inserted]

**SCHEDULE 3**

**LOCATIONS**

[To be inserted]

**SCHEDULE 4**

**SERVICE LEVELS**

Service Level details:	[Insert details. If there are none, write "none"]
Measurement period:	[Insert details eg weekly, monthly. If there are no service levels, write "none"]
Escalation procedure:	[Insert details. If there is no escalation procedure, write "none"]
Specific termination rights for breach of Service Levels:	[Insert details. If there are no specific termination rights, write "none"]