



## FRAMEWORK AGREEMENT FOR THE SUPPLY OF SERVICES (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]
Services:	The Supplier shall supply to ODEON the services as follows:  1. [INSERT SHORT DESCRIPTION OF SERVICES] and as further detailed in the Territory Agreement (the "Services").
Charges:	In consideration of the Services provided by the Supplier, ODEON shall pay to the Supplier the charges as follows:  [INSERT THE CHARGES PAYABLE AND ANY SCHEDULE OF PAYMENTS UNLESS THESE WILL BE DEALT WITH IN EACH TERRITORY AGREEMENT]

### BACKGROUND

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

When ODEON or any of its Affiliates request Services from the Supplier, and the Supplier is able to provide such Services, 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:** .....

Name: .....

Position: .....

Date: .....

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

Name: .....

Position: .....

Date: .....

**SCHEDULE 1**  
**CONDITIONS**

**1. DEFINITIONS AND INTERPRETATION**

1.2 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>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 Services;
<b>Commencement Date:</b>	the commencement date for this Agreement and/or the Territory Agreement as set out in the relevant 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>Data Protection Legislation</b>	shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to the party and the services under this Agreement, the General Data Protection Regulation (EU) 2016/679 (GDPR), the Privacy and Electronic Communication Regulations and/or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);
<b>Deadline</b>	any agreed date and/or time (as set out in Schedule 1 of the Territory Agreement or as otherwise agreed between the parties) by which any part of the Service is to be provided by the Supplier;
<b>Deliverables:</b>	any outputs of the Services and any other documents, products and/or materials provided by the Supplier specified in Schedule 1 of the Territory Agreement and any other documents, products and materials provided by the Supplier to the ODEON Affiliate in relation to the Services (excluding any equipment provided by the Supplier);
<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 Services 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;
<b>Minimum Term:</b>	the minimum term of this Agreement and/or the Territory Agreement as set out in the relevant Contract Particulars;
<b>ODEON Affiliate:</b>	means the ODEON affiliate who enters into the Territory Agreement;
<b>ODEON Materials:</b>	all documents, information, items and materials in any form (whether owned by ODEON, an ODEON Affiliate or a third party), which are provided by the ODEON Affiliate to the Supplier in connection with the Services;
<b>ODEON Policies</b>	shall mean the policies referred to in clause 14 and as notified to the Supplier from time to time;
<b>Service Failure:</b>	a failure by the Supplier to deliver any part of the Services in accordance with the Service Levels or the Deadlines;
<b>Service Levels:</b>	the agreed levels and standards to which the Supplier is to provide the Services under this Agreement as more particularly set out in Schedule 4 of the Territory Agreement;
<b>Supplier Hub</b>	a website with the address <a href="http://www.odeoncinemasgroup.com/supplierhub">www.odeoncinemasgroup.com/supplierhub</a> that contains important documents for suppliers;
<b>Term:</b>	has the meaning given in clause 2.3;
<b>Territory Agreement:</b>	an agreement for the provision of Services by the Supplier to the ODEON Affiliate, a template of which is set out in Schedule 2 (Template Territory Agreement);
<b>Territory Agreement Commencement Date:</b>	has the meaning given in the Contract Particulars of the Territory Agreement; and

<b>Territory Agreement Minimum Term:</b>	has the meaning given in the Contract Particulars of the Territory Agreement.
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1.3 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. SUPPLY OF SERVICES

3.1 The Supplier shall:

- (a) supply the Services to the ODEON Affiliate throughout the Term at the Locations and fully and at all times in accordance with all terms of this Agreement and the Territory Agreement, including so as to at all times meet any Deadline;
- (b) co-operate with, and comply with all reasonable instructions of, ODEON and/or the ODEON Affiliate in all matters relating to the Services;
- (c) perform the Services with reasonable care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;
- (d) use personnel who are suitably skilled and experienced to perform the relevant tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement and the Territory Agreement;
- (e) ensure that any and all employees, contractors and/or agents engaged in the performance of the Services have been appropriately vetted and screened in advance by the Supplier (including identification checks to verify their identity) to ensure such individuals: (i) are lawfully able to work in the Locations; and (ii) have the requisite training and experience to perform the Services in question in accordance with this Agreement and the Territory Agreement;
- (f) ensure that the Services and Deliverables will conform in all respects with Schedule 1 of the Territory Agreement, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by ODEON and/or the ODEON Affiliate;

- (g) provide and use (at no cost to the ODEON Affiliate) all equipment, tools, materials and vehicles and such other items as are required to provide the Services;
- (h) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from any and all defects in workmanship, installation and/or design;
- (i) before the date on which the Services are to start, 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 and the Territory Agreement by the Supplier and the intended or actual use of any Deliverable by ODEON and/or the ODEON Affiliate;
- (j) comply with (and will ensure that any Services provided are compliant with) applicable laws, statutes, and regulations from time to time in force;
- (k) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Locations from time to time including, without limitation, those requirements that have been communicated to the Supplier under clauses 6.1(b) and 14;
- (l) hold all ODEON Materials in safe custody at its own risk, maintain the same in good condition until returned to ODEON and/or the ODEON Affiliate, and not dispose of or use the ODEON Materials other than in accordance with ODEON's prior written instructions or authorisation;
- (m) ensure that the Services are performed so as not to cause any interruption to the normal business operations of ODEON and/or the ODEON Affiliate (other than agreed and unavoidable interruption from planned/routine Service activity); and
- (n) 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.

## 4. SERVICE LEVELS

- 4.1 The Supplier shall ensure that the Services meet or exceed the Service Levels at all times during the Term.
- 4.2 The Supplier shall provide the ODEON Affiliate with a monthly report detailing its performance in respect of each of the Service Levels.
- 4.3 If there is a Service Failure, the Supplier shall:
  - (a) notify the ODEON Affiliate immediately of the Service Failure; and
  - (b) deploy all additional resources and take all remedial action that is necessary to rectify the Service Failure and/or to prevent the Service Failure from recurring.
- 4.4 ODEON may terminate this Agreement, and the ODEON Affiliate may terminate the Territory 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 notifying the ODEON Affiliate of the Service Failure under clause 4.3(a).

## 5. ODEON'S REMEDIES

- 5.1 Time is of the essence in relation to any Deadline for the Supplier. If the Supplier fails to perform the Services in accordance with the requirements of this Agreement and/or the Territory Agreement (including by failing to meet any Deadline), the ODEON Affiliate may, at its sole discretion and without limiting its other rights or remedies:
  - (a) refuse to accept any subsequent performance of any Services which the Supplier attempts to make;

- (b) obtain substitute services from any third party and recover from the Supplier any and all expenditure incurred by the ODEON Affiliate in obtaining such substitute services;
  - (c) require the Supplier immediately (and at the Supplier's sole costs and expense) to remedy or repair any damage caused in relation to any such failure by the Supplier to any property, materials or possessions of the ODEON Affiliate;
  - (d) withhold any payment in relation to that Deadline;
  - (e) if the ODEON Affiliate has paid in advance for Services that have not been provided by the Supplier, require the Supplier immediately to refund such sums to the ODEON Affiliate; and/or
  - (f) claim damages for any additional costs, loss and/or expenses incurred by the ODEON Affiliate arising from any such non-compliance by the Supplier.
- 5.2 The provisions of clause 5.1 shall extend to any substituted or remedial Services supplied by the Supplier.

## 6. ODEON'S OBLIGATIONS

- 6.1 The ODEON Affiliate shall:
- (a) provide the Supplier with such reasonable access at reasonable times to the Locations as may be necessary for the Supplier to supply the Services in accordance with the requirements of this Agreement; and
  - (b) inform the Supplier of applicable health and safety and security requirements that apply at the Locations which the Supplier will require access to.

## 7. RECORDS

The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in the supply of the Services. The Supplier shall, upon reasonable advance request by ODEON and the ODEON Affiliate (including if ODEON has any reason to believe such records are inaccurate), allow ODEON and the ODEON Affiliate to inspect such records at all reasonable times.

## 8. CHARGES AND PAYMENT

- 8.1 In consideration of, but subject always to, the due and proper supply of the Services in accordance with the terms of this Agreement, the ODEON Affiliate shall pay the Charges to the Supplier as set out in this clause 8.
- 8.2 The Charges shall not be increased without the prior written agreement of the parties.
- 8.3 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. 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.
- 8.4 In certain territories, the Supplier shall raise additional separate invoices depending on the Location of the provision of the Services in question details as can be found at the Supplier Hub.
- 8.5 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.
- 8.6 All amounts payable by the ODEON Affiliate under the Territory Agreement are expressed to be exclusive of VAT.
- 8.7 Subject to clause 8.6, 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 Services.
- 8.8 If a party fails to make any payment due to the other party under the Territory 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.

- 8.9 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.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 In relation to the ODEON Materials:
- (a) ODEON and/or the ODEON Affiliate and its licensors shall retain ownerships of all Intellectual Property Rights in the ODEON Materials; and
  - (b) ODEON and/or the ODEON Affiliate grants to the Supplier a fully paid-up, non-exclusive, royalty-free, revocable, non-transferable licence to copy and modify the ODEON Materials for the Term for the purpose of providing the Services to the ODEON Affiliate.

9.2 By entering into this Agreement, the Supplier either:

- (a) assigns to the ODEON Affiliate, with full title guarantee and free from all third party rights (including moral rights), any and all Intellectual Property Rights and other rights subsisting in any Deliverable(s); or
- (b) if and to the extent any such assignment is not possible (e.g. due to the ownership by any third party of any Intellectual Property Rights in question), grants to the ODEON Affiliate a fully paid-up, worldwide, non-exclusive, unencumbered (whether by moral rights or otherwise), royalty free, perpetual and irrevocable licence in any to any and all such Intellectual Property Rights for the purpose of receiving and using the Services and the Deliverables (excluding the ODEON Materials) in its business.

9.3 The Supplier shall, promptly at ODEON or the ODEON Affiliate's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as ODEON or the ODEON Affiliate may from time to time require for the purpose of securing for ODEON or the ODEON Affiliate the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and other rights assigned to ODEON or the ODEON Affiliate in accordance with this clause 9.

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

9.5 Nothing in this Agreement shall operate so as to transfer to the Supplier any Intellectual Property Rights or other rights of ODEON or the ODEON Affiliate save as expressly provided for to the contrary in this Agreement.

9.6 The Supplier hereby warrants to ODEON and the ODEON Affiliate that the receipt and use of the Services and receipt, use and onward supply of the Deliverables (excluding the ODEON Materials) by ODEON and/or the ODEON Affiliates shall not infringe the Intellectual Property Rights or other rights of any third party.

## 10. INDEMNITY AND LIABILITY

10.1 The Supplier shall indemnify and keep fully and effectively indemnified ODEON and the ODEON Affiliates on demand against any and 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 death of or personal injury to any employee(s), agent(s) and/or sub-contractor(s) of ODEON or any ODEON

Affiliate(s), or to any third party, arising out of or in connection with defects in the Services, in each case to the extent that such defects are attributable to any act(s) or omission(s) of the Supplier and/or any of its employees, agents or subcontractors;

- (b) any property (or other physical) damage suffered by any employee(s), agent(s) or sub-contractor(s) of ODEON or any ODEON Affiliate(s), or to any third party, arising out of or in connection with any act(s) or omission(s) of the Supplier and/or any of its employees, agents or subcontractors; and
- (c) any claim made against ODEON or any ODEON Affiliate that the receipt, use or supply of the Services and the Deliverables (excluding the ODEON Materials) infringes the Intellectual Property Right of any third party.

10.2 Subject to clauses 10.2 and 10.4, 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.

10.3 Subject to clause 10.4, each party's liability in contract, tort (including negligence) or otherwise howsoever arising under or in connection with each Territory Agreement shall be limited as follows:

- (a) for any liability arising under clause 12 (Data Protection), each party's liability shall be limited to the higher of (i) £500,000 or (ii) 150% of the total Charges paid or payable under the Territory Agreement; and
- (b) for any other loss or damage, each party's liability shall be limited to the higher of (i) £250,000 or (ii) 200% of the total Charges paid or payable under the Territory Agreement.

10.4 Nothing in this Agreement or the Territory Agreement shall limit or exclude either party's liability:

- (a) arising under clause 13 (Confidentiality);
- (b) arising under clause 10.1;
- (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.

## 11. INSURANCE

11.1 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

11.2 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.

## 12. DATA PROTECTION

12.1 Both parties will comply with all requirements of the Data Protection Legislation.

12.2 Where applicable, the parties shall enter into a data protection agreement as provided by ODEON to the Supplier, to govern the exchange of any personal data under this Agreement and/or any Territory Agreement.

12.3 Subject to clause 10.3, each party shall indemnify the other party against any and all liabilities, costs, expenses, damages and/or losses awarded against, or suffered, incurred or paid by the other party arising from the breach of the Data Protection Legislation or this clause 12 by the breaching party.

## 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 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 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: (a) shall, to the extent applicable to the Services 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, at all times in the performance of the Services; and (b) undertakes that it will, at all times during the Term, maintain approval under the "Safe contractor" scheme (or such other equivalent scheme as ODEON may advise the Supplier 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 Services.
- 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 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 the 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), it 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 or the Territory Agreement:
- (a) the Supplier shall immediately deliver to ODEON or the ODEON Affiliate all Deliverables whether or not then complete, and return all of the 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 delivered or returned, the Supplier shall be solely responsible for the safe keeping of all Deliverables and ODEON Materials in its possession and will not use them for any purpose not connected with this Agreement;
- (b) clauses which expressly or by implication survive termination of this Agreement shall continue in full force and effect; and
- (c) the Supplier shall, if so requested by ODEON or the ODEON Affiliate, provide reasonable assistance to ODEON or 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.
- 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. EMPLOYMENT**
- The Supplier warrants and represents that there are no employees wholly or mainly dedicated to the provision of the Services.
- 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 or a Territory 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 Services 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 Services 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 Services at those Locations during the period of the relevant Covid-19 Site Restriction (the "**Waived Services**"). 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 Services and the ODEON Affiliate shall not be in breach of this Agreement in respect of any failure to pay for any such Waived Services.
- 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 Services 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 of 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]
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 such details of the Services and Deliverables, 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: <p><b>Spain</b>  Payment terms are 60 days from the date of invoice  Clause 15(1)(a) of the Framework Agreement (Termination for Insolvency) shall have no effect  In clause 19 (Anti-Bribery) and clause 20 (Modern Slavery) of the Framework Agreement: (i) references to the United Kingdom and/or Republic of Ireland shall be replaced with Spain, and (ii) references to the Bribery Act 2010 shall be replaced with the Spanish Criminal Code.  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</p>

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

In clause 19 (Anti-Bribery) and clause 20 (Modern Slavery) of the Framework Agreement: (i) references to the United Kingdom and/or Republic of Ireland shall be replaced with Portugal, and (ii) references to the Bribery Act 2010 shall be replaced with the Portugal Penal Code  
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 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.

### **Italy**

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. In clause 19 (Anti-Bribery) and clause 20 (Modern Slavery) of the Framework Agreement: (i) references to the United Kingdom and/or Republic of Ireland shall be replaced with Italy, and (ii) references to the Bribery Act 2010 shall be deleted and replaced with "applicable Italian laws"

### **Employees**

For the performance of the Services, the Supplier will only use regularly hired employees and will pay to them the salaries due pursuant to law and to the applicable C.C.N.L. (i.e. Collective

Bargaining Agreements) as well as paying all relevant social security contributions, welfare and/or insurance contributions and withholding taxes.

Upon request by the ODEON Affiliate, the Supplier will provide documentation confirming the requirements stated above (including by way of example but not limited to: employment agreements, F24 Forms, Libro Unico, UNIEMENS Receipts, Prints of Cassetto Previdenziale). The ODEON Affiliate shall also be entitled at any time to review compliance by the Supplier with the above salary and social security obligation towards the resources employed in the performance of the Services, provided that such right will not affect the obligations and responsibilities of the Supplier under the Territory Agreement and/or the law.

**[NOTE: This clause can be removed if a DRUC is not applicable to this Territory Agreement]** Upon signature of this Territory Agreement, the Supplier will send the ODEON Affiliate a DURC (where a DURC is applicable to the Territory Agreement). The Supplier warrants that it will comply with the payment obligations towards INPS and INAIL thereafter and undertakes to submit an updated DURC (where applicable) every three (3) months from the date of this Territory Agreement. In the event of failure to submit the DURC (where applicable), the ODEON Affiliate will have the right to terminate the Services under the Territory Agreement.

The Supplier will indemnify and keep indemnified the ODEON Affiliate from any liability, cost, expense, damage and/or loss (including legal costs) arising from non-fulfillment of the obligations set out in this clause (Employees).

**Legislative Decree 231/2001:**

The Supplier and the ODEON Affiliate declare that they are unaware of any fact relevant for the purposes of Art. 24 and following of Legislative Decree 231/2001, in the phase of negotiations and execution of this Agreement. The Parties also undertake to supervise the implementation of the Services in order to avoid the risk of the commission of crimes provided for by Legislative Decree 231/2001 and to activate, in such case, all the appropriate internal procedures provided for in the Organization, Management and Control Model of UCI, an abstract of which the Supplier may consult on the web site [www.ucinemas.it](http://www.ucinemas.it) or a fully copy of which may be requested by the Supplier. Compliance with the principles and rules of conduct contained in the aforementioned Organizational Model are an essential part of the obligations undertaken by the Supplier towards the ODEON Affiliate in connection with the Services under this Territory Agreement, also for the effects of art. 1456 of the Civil Code. The violation of only one of the obligations deriving from the said 231 Organizational Model constitutes a serious breach of contract with the right of the ODEON Affiliate to automatically terminate the provision of the Services under this Territory Agreement.

#### **Withholding Tax**

**[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.]** 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 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>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> <p>Legislative Decree n° 81/2001: Where and to the extent that Legislative Decree n° 81/2001, as amended from time to time, ("Decree 81/2001") apply to the rendering of Services under this Territory Agreement, the following provisions shall apply.</p> <p>The Supplier warrants and undertakes that it has and shall maintain. all the skills, knowledge, experience and organisational capacity to fulfil the Services in a manner which secures the health and safety of any person affected by the performance of this Agreement all pursuant to Decree 81/2001 and shall:</p> <p>liaise and co-operate with the various professionals appointed pursuant to Decree 81/2001 to coordinate the rendering of the Services (including, if applicable, the design phase and the works execution phase) and with the ODEON Affiliate to allow such parties to fulfil their respective obligations duties or functions incumbent upon them pursuant to Decree 81/2001; comply with the obligations, duties, restrictions and responsibilities imposed on the Supplier by Decree 81/2001;</p> <p>comply with the instructions given pursuant to Decree 81/2001 by the ODEON Affiliate and by the professionals appointed by the latter pursuant to Decree 81/2001 to coordinate and control the rendering of the Services (including, if applicable the design phase and the works execution phase);</p> <p>coordinate its activities with additional suppliers to ensure, so far as is reasonably practicable, the health and safety of persons carrying out tasks under this Agreement and any persons affected by this Territory Agreement; and</p> <p>take account of and/or apply the general principles of prevention as required by Decree 81/2001."</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  
SERVICES, DELIVERABLES & DEADLINES**

Services:	<p>[Insert a full explanation of the services to be provided by the Supplier so it is very clear what you are expecting them to deliver, including timings, how many people will be used, when you expect them to be delivered etc – please see examples below]</p> <p>The Supplier shall:</p> <ol style="list-style-type: none"> <li>1) provide servicing, support and maintenance for all hardware and software.</li> <li>2) Handle and respond to all media enquiries.</li> <li>3) Complete two plan visits to each site per year of the agreement to carry out agreed planned checks.</li> <li>4) Respond to adhoc queries in line with the Service Level Agreement timelines.]</li> </ol> <p>The Supplier shall:</p> <ol style="list-style-type: none"> <li>1. [Insert details of the services];</li> </ol>
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Deliverables	Deadline
[Insert deliverables, for example: Final stills of photoshoot for use in campaign.]	[Insert applicable deadlines]

**SCHEDULE 2  
CHARGES**

In consideration of the Services provided by the Supplier, the ODEON Affiliate shall pay to the Supplier the charges as follows:

[INSERT THE CHARGES PAYABLE AND ANY SCHEDULE OF PAYMENTS]

**SCHEDULE 3  
LOCATIONS**

The Supplier shall supply the Services to the ODEON Affiliate at the locations set out below, or as otherwise notified by the ODEON Affiliate in writing in accordance with clause 16 of the Conditions.



**SCHEDULE 4  
SERVICE LEVELS**

Service Level details:	[Insert details This will vary with each contract. If there are none, write "none"]  Examples:  Response time for Priority 1 issues: x hours.  Response time for Priority 2 issues: x days.]
Measurement period:	[Insert details eg weekly, monthly. If there are no service levels, write "none"]
Escalation procedure:	[Insert details, for example escalation to named directors of the company if there are unresolved Service Level issues. If there is no escalation procedure, write "none"]
Specific termination rights for breach of Service Levels:	[Insert details, for example, if the Service Levels are breached more than 3 times in a year, we can serve notice of termination. If there are no specific termination rights, write "none"]