



## SKY APPROVED DEVELOPER TERMS

This document sets out the terms agreed between:

- (i) **Sky UK Limited** company number 02906991, with registered office address Grant Way, Isleworth, Middlesex, TW7 5QD ("**Sky**"); and
- (ii) **Recipient of GTC offer** in relation to Fibre services (the "**Developer**").

(each a "**Party**", together the "**Parties**")

### BACKGROUND

- (A) The Developer owns a property development at a location in the UK (the "**Development**") and has received a utilities infrastructure quotation (the "**Utilities Quotation**") from GTC Infrastructure Limited ("**GTC**"), to provide various utilities to the properties in the Development (the "**Homes**") with a view to then advertise the Homes for sale.
- (B) The Utilities Quotation is inclusive of a rebate per Home in respect of fibre to the premises broadband services (the "**GTC Rebate**"), which includes £100 payable by Sky but conditional upon the Developer pre-wiring the Home to enable it to receive Sky Q television services via satellite dish or communal FIRS and highlighting Sky as the Developer's preferred solution and detailing an offer to prospective buyers of those Homes (the "**Residents**").
- (C) The Customer Offer will be subject to separate terms and conditions (to be provided by Sky) and will be promoted in the Developer's sales literature for the Homes.
- (D) For those Residents who take up the Customer Offer, Sky will arrange:
  - If the Resident is a new Sky TV customer, for the installation of the offer products and services in the Resident's Home; and
  - If the Resident is an existing Sky TV customer, for their existing Sky TV services to be transferred and/or upgraded where applicable to their new address.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words and expressions shall, unless the context requires otherwise, have the following meanings:

"Affiliate" means: in relation to any Party, a person which, directly or indirectly: (i) is Controlled by that Party; (ii) Controls that Party; or (iii) is Controlled by a person referred to in (ii) above.

"Commencement Date" means: the date upon which the Developer has accepted the utilities infrastructure quote from GTC.

"Commission" means the contribution made to the Developer by Sky as part of GTC rebate;

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

“Customer” means an Existing Customer or a New Customer;

“Customer Form” means: the online application form, as notified to you by Sky, to be completed by or on behalf of each Resident who wishes to apply to take up the Customer Offer;

“Customer Offer” means the offer as notified to the Developer from time to time;

“DSCR” means digital single cable router

“Existing Customer” means: a Resident who is a party to an agreement with Sky for the provision of Sky TV services at the time a Customer Form completed with the Resident’s details is submitted to Sky;

“Force Majeure” means in relation to either Party any circumstances beyond the reasonable control of that Party including without prejudice to the generality of the foregoing any act of God, act of regulation of any governmental or supra-national authority, war or national emergency, epidemic, fire, riot or form of industrial action that is beyond the control of that Party;

“Intellectual Property Rights” or “IPR” means: patents, design rights, trade marks, copyrights (including any such rights in typographical arrangements, web sites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world;

"Law" means any of the following, to the extent that it applies to a Party:

- (a) any statute, regulations, by-law, ordinance or subordinate legislation in force from time to time;
- (b) the common law and the law of equity;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard enforceable by law; and
- (e) any applicable direction, policy, requirement, rule or order that is given by a Regulator;

“MDU” means: a multiple dwelling unit which contains more than 4 private residences behind one shared entrance, in the Premises;

“New Customer” means a Customer who is not, at the time a Customer Form is submitted to Sky completed with the Customer’s details, party to an agreement with Sky for Sky TV services and who enters into an agreement with Sky for the provision of such services pursuant to the Customer Offer;

"Personal Data" shall have the meaning ascribed to that term in Schedule 4;

“Products” means: the products comprising the Customer Offer as notified to the Developer from time to time;

“Quarter” means a 3 month period running from 1st January to 31st March, 1st April to 30th June, 1st July to 30th September or 1st October to 31st December, as the case may be;

“Services” means: the services comprising the Customer Offer as notified to the Developer from time to time;

“Sky Security Standard” means: the Sky Security Standard available at [http://corporate.sky.com/documents/pdf/tandcs/sky\\_Retailer\\_security\\_standard.pdf](http://corporate.sky.com/documents/pdf/tandcs/sky_Retailer_security_standard.pdf), as amended from time to time.

“Term”: shall have the meaning set out in Clause 7; and

“Working Day” means: any day which is not a Saturday, Sunday, bank holiday or public holiday, in England.

- 1.2 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.3 References to any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder and shall include a reference also to any past statutory provisions (as from time to time amended or re-enacted) which such statute or statutory provision directly or indirectly has replaced.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## **2. DEVELOPER’S OBLIGATIONS**

- 2.1 GTC’s offer is inclusive of a fibre rebate per plot; £100 of which is conditional upon the Developer acting in accordance with the following terms:

### **2.1.1 Pre-wiring – install & post installation:**

2.1.1.1 The Developer shall procure that they or their TV system installation contractor shall enable each Home to receive Sky Q television services in accordance with the most recently received Sky specification, such specification to be notified by Sky to the Developer in writing from time to time.

2.1.1.2 Upon installation of a communal TV system the Developer and their communal TV system installation contractor shall or shall procure that:

2.1.1.2.1 they install and keep installed the DSCR for receiving digital satellite broadcasts;

2.1.1.2.2 for each Home where a DSCR is installed, provide Sky with the number of DSCR installed and the full postal address of the Home.

2.1.1.2.3 Following completion of the installation:

- a) correct, replace or repair any defects in material or workmanship with the DSCR, including faults associated with the DSCR.
- b) take good and reasonable care of the DSCR and ensure that all Sky's reasonable advice regarding the care of the DSCR is complied with;
- c) use the DSCR as intended by Sky;
- d) provide any necessary maintenance of the DSCR;
- e) ensure that appropriate site and buildings insurance is in place and that the DSCR is noted on such insurance where appropriate;
- f) ensure and warrant to Sky that the Developer has all consents and permits required for the installation of the DSCR and shall maintain all such consents and permits during the Term;
- g) not move or remove the DSCR;

#### 2.1.2 Marketing & Promotion:

2.1.2.1 Subject to Clause 5, ensure each Resident or potential Resident is made aware of the Customer Offer and the products and available within the Homes as well as explicitly describing Sky as the Developer's preferred provider of TV, broadband and telephone services; using marketing materials provided by Sky. The Developer shall include such marketing materials in its marketing literature for show homes in the Development, and marketing suites showcasing the Development and the Homes. The marketing materials provided by Sky shall include details of the Customer Offer, including the Customer Offer terms and conditions;

2.1.2.2 Ensure that the Resident completes and submits the Customer Form if they wish to take up the Customer Offer in their presence whilst at the Development's marketing suite or sales office.

2.2 For each Resident who takes up the Customer Offer the Developer shall provide Sky with access to the relevant Home to install the Resident's Products and Services if required.

2.3 The Developer shall carry out its obligations under this Agreement in compliance with all applicable Law.

### **3. SKY'S OBLIGATIONS**

3.1 Sky shall:

3.1.1 make the Customer Offer available unless the Parties agree otherwise in writing;

- 3.1.2 provide the Developer with marketing materials in accordance with Clause 4 to enable it to promote the Customer Offer and the Products and Services in the Developer's sales literature for the Premises and in accordance with this Agreement;
- 3.1.3 use reasonable endeavours to ensure it complies with the Developer's health and safety policies or other reasonable instructions when attending the Development and/or Homes. The Developer may require Sky to adjust or move any installation for the purpose of complying with: planning consents; building regulations; health and safety law or regulations or policies; or structural, aesthetic, architectural and building design requirements of the Developer;
- 3.1.4 shall contact each Resident to:
- (i) process the sale of the Products and Services, and carry out the in-home installation services in the Resident's Home, if a New Customer and
  - (ii) arrange a date for the Resident's existing Sky Products and/or Services to be transferred and installed in the Resident's Home, if an Existing Customer,
- provided that:
- (iii) The Resident or the Developer on behalf of the Resident has submitted a Customer Form complete with the Resident's correct details in accordance with Clause 3.1.5;
  - (iv) the Resident is eligible to enter into a Sky subscription contract; and
  - (v) where relevant, communal system has been installed in the Resident's MDU in accordance with Clause 2.1.1
- 3.1.5 Sky shall arrange for the delivery of all Sky customer communications (including "Welcome to Sky" communications) to those Residents who take up the Customer Offer.
- 3.1.6 Sky shall, where applicable, provide the digital single cable router ("DSCR") required for receiving digital satellite broadcasts to the Developer free of charge in accordance with the process in Schedule 1.

#### **4 TITLE AND OWNERSHIP OF THE DSCR**

The Parties acknowledge and agree that, on and from the date the DSCR is received by the Developers communal system installation contractor, all title in, benefit of and risks associated with the DSCR shall reside with the Developers communal system install contractor, including any outstanding cover under the manufacturer's warranty for the DSCR.

#### **5 MARKETING OBLIGATIONS**

- 5.1 The Parties shall agree to promote the Customer Offer and the Products and Services in the Development and/or Homes and as part of the Resident's Home purchasing process.

- 5.2 The marketing materials which promote the Customer Offer in conjunction with the Development and Homes, and Sky's Products and Services shall be solely branded with Sky's logos and trademarks unless otherwise agreed.
- 5.3 All marketing materials relating to the Customer Offer and Sky's Products and Services shall be produced by Sky.
- 5.4 The Developer shall not:
- 5.4.1 alter or make any amendment or addition to the marketing materials relating to the Customer Offer or the Products and Services, which are supplied to the Developer by Sky unless reasonably asked to do so by Sky (and such amendments and additions shall be subject to Sky's review and approval);
  - 5.4.2 without the prior agreement of Sky use Google Adwords (or similar search engine marketing) including the Sky trade mark or any other Sky Intellectual Property rights; and
  - 5.4.3 use its own marketing material to promote the Customer Offer or the Products and Services, without Sky's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 5.5 The cost of all marketing material provided to the Developer by Sky shall be borne by Sky.
- 5.6 All marketing material provided to the Developer by Sky shall be owned by Sky.
- 5.7 The Parties acknowledge that Sky may change the design and content of any marketing material provided to the Developer as well as the relevant Customer Offer and, upon request, the Developer shall replace any existing marketing material with any new material that is supplied to it, within 5 Working Days.

## **6 TRAINING OBLIGATIONS**

- 6.1 Subject to the requirements set out at Clause 2, the Developer shall ensure that all Developer personnel who promote and market the Products and/or Services pursuant to the terms of this Agreement shall be given appropriate training by Sky of the Customer Offer, relevant Products and Services and how to refer Residents to take up the Customer Offer.

## **7 TERM AND TERMINATION**

- 7.1 This Agreement shall commence on the Commencement Date and shall continue until the last Home has been occupied for the first time or if terminated by Sky by giving the other Party at least 90 days' written notice ("**Notice**") or otherwise terminated in accordance with this Clause 7 (the "**Term**").
- 7.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may terminate this Agreement immediately by giving written notice to the other Party if:
- 7.2.1 the other Party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so by the non-breaching Party.

- 7.2.2 the other Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a similar event occurs; or
- 7.2.3 in any period of twelve months, there shall have been any delay or failure in performance under this Agreement on the part of the other Party resulting from any occurrence of an event or events of Force Majeure which delay or failure shall have continued for an aggregate period of two (2) months.
- 7.3 Termination or expiry of this Agreement shall not affect any rights of either Party in respect of any antecedent breach of this Agreement by the other Party nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either Party.
- 7.3 Upon termination of this Agreement:
- 7.3.1 each Party shall immediately stop using the other Party's Intellectual Property Rights;
- 7.3.2 the Developer shall:
- a) immediately stop promoting the Customer Offer, and within 14 Working Days remove all marketing materials which promote and reference the Customer Offer from the Premises; and
  - b) return to Sky or otherwise dispose of in accordance with the reasonable directions of Sky all marketing materials, Customer Forms (completed or otherwise) and other information and documentation relating to the Customer Offer and the Products and Services.
- 7.3.3 In the event Notice is served by Sky pursuant to Clause 8.1, and subject to Clauses 2.1.4 (iii) (iv) and (v), the Parties shall each perform their obligations set out in Clauses 2 and 3, as applicable, in respect of each Resident whose completed Customer Form has been submitted to and received by the ASHA in accordance with Clause 3.1.5 prior to the date of termination or expiry of the Agreement.

## **8 WARRANTIES**

- 8.1 The Developer warrants:
- 8.1.1 It is the owner of the Development and the Homes;
- 8.1.2 It is not aware of any matters within its control at present reasonably might or will materially affect its, or Sky's ability to perform the obligations set out in this Agreement;
- 8.1.3 It has full legal authority to enter into this Agreement;
- 8.2 The Developer acknowledges and agrees it is the Data Controller for the purpose of collecting prospective Customer contact information and warrants that it has all appropriate consents and permissions necessary for the performance of any processing under this Agreement.

- 8.3 Except as specified in this Agreement, all other terms and conditions, warranties, undertakings and representations of any kind whatsoever, express or implied whether by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

## **9 COMMISSION AND PAYMENTS**

- 9.1 The parties acknowledge and agree that the £100 Commission payable to the Developer by Sky shall be included in the GTC Rebate and is conditional upon the Developer pre-wiring the plot to enable the resident to receive Sky Q television services (via satellite dish) and in accordance with Clause 2.

## **10 INTELLECTUAL PROPERTY**

- 10.1 All Intellectual property rights existing prior to the Commencement Date of this Agreement ("**Existing IPR**") shall belong to the Party that owned such rights immediately prior to such date.
- 10.2 The Parties acknowledge that any IPR created by a Party in connection with this Agreement ("**Developed IPR**") shall vest in the Party that created such Intellectual Property, provided that the Parties jointly approve its format and use, and neither Party shall develop any logo in connection with the Customer Offer without the prior written approval of the other party and written agreement on the ownership of such logo which approval will not be unreasonable withheld or delayed.
- 10.3 To the extent that either Party requires the use of the other Party's Existing or Developed IPR to fulfil its rights and obligations under this Agreement, each Party grants to the other Party a non-exclusive royalty free licence to use such IPR during the Term solely for the purpose of performing its rights and obligations under this Agreement.
- 10.4 Each Party agrees that it will comply with the other Party's brand guidelines for use of its IPR, and will not use the other Party's IPR without prior written approval, which will not be unreasonably withheld or delayed, and will cease or correct the use of such IPR if requested to do so by the other Party.
- 10.5 Each Party represents and warrants to the other Party that its own IPR shall not infringe the Intellectual Property Rights of any third party and the Developer shall indemnify and hold harmless Sky from and against any and all losses, damages, costs or expenses incurred as a result of any third party claim that the Developer's IPR infringes any such third party's Intellectual Property Rights.

## **11 CONFIDENTIALITY**

- 11.1 Each Party (the "**Receiving Party**") must keep confidential all information and documentation disclosed by the other Party (the "**Disclosing Party**"), before or after the Commencement Date, to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to this Agreement, or any other operations, products, processes, dealings, trade secrets or the business of the Disclosing Party or which is identified by the Disclosing Party as confidential ("**Confidential Information**") and will not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement. The Receiving Party must not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.



- 11.2 During the Term, the Receiving Party may only disclose the Confidential Information to its employees and sub-contractors (any such person being referred to in this Clause as the “**Recipient**”) to the extent that is reasonably necessary for the purposes of this Agreement. The Receiving Party must procure that each Recipient is made aware of and complies with all the Receiving Party’s obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 11.3 The obligations referred to in Clauses 11.1 and 11.2 do not apply to any Confidential Information which is:
- 11.3.1 on the Commencement Date already in, or at any time after the Commencement Date comes into, the public domain, other than through breach of this Agreement by the Receiving Party or any Recipient;
  - 11.3.2 furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or
  - 11.3.3 required to be disclosed by the Receiving Party by law or regulatory requirement of any stock exchange, provided that the Receiving Party must give the Disclosing Party upon the Disclosing Party’s request or termination or expiry of this Agreement (whichever is the earlier). The Receiving Party must not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.
- 11.4 All tangible forms of Confidential Information, including (but not limited to) all summaries, copies, excerpts, or any Confidential Information whether prepared by the Disclosing Party or not, will be the sole property of the Disclosing Party, and will be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party’s request on the termination or expiry of this Agreement (whichever it the earlier). The Receiving Party must not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

## **12 LIABILITY**

- 12.1 Neither Party excludes or restricts liability for (i) death or personal injury resulting from its own negligence; or (ii) any matter to the extent that it is not capable of being excluded or limited by applicable law.
- 12.2 Each Party shall only be liable for direct damages arising in relation to this Agreement, and in no circumstances shall either Party be liable in contract, tort (including negligence or breach of statutory duty), warranty, strict liability or otherwise for any (i) indirect, special punitive, incidental or consequential loss or damage; (ii) loss of profits; (iii) loss of business or anticipated savings; (iv) loss of revenue; or (v) loss of goodwill, whether or not such losses were foreseeable.
- 12.3 Sky’s maximum total aggregate liability in contract, tort (including negligence), warranty, strict liability or otherwise, howsoever arising out of or in connection with this Agreement shall be limited to the total sum paid by Sky as part of the GTC Rebate pursuant to this Agreement.
- 12.3 The limitations and exclusions of liability set out in Clauses 13.2 and 13.3 shall not apply to Clause 13.1, breaches of Clause 11, 12 and/or 15 fraudulent misrepresentations or misstatement by a Party, any act intended to cause material loss or damage to the rights of

either Party under this Agreement or fraudulent act or omission of a Party, the indemnity obligations set out in Clauses 11.5 or any liability that may not otherwise be limited or excluded by law.

### **13 FORCE MAJEURE**

- 13.1 Neither of the Parties to this Agreement shall have any liability whatsoever or (without prejudice to Clause 8.2.3) be deemed to be in default for any delays or failures in performance under this Agreement resulting from any occurrence of an event of Force Majeure provided that this shall not apply where the occurrence or event consists of or results in a shortage of funds. The occurrence or existence of any event of Force Majeure shall be immediately notified by the Party affected thereby to the other. The affected Party shall use reasonable endeavours to remedy as quickly as possible the effect of said event of Force Majeure.

### **14 DATA PROTECTION**

The processing of Personal Data under this Agreement shall be governed by the DPA set out at Schedule 2. Without affecting any other provision of the Agreement, a breach by you of any provision of the DPA, constitutes a material breach of the Agreement and you hereby indemnify the Sky against all threatened or actual Loss suffered by or brought against them in connection with a breach by you of this clause 14.

As contemplated in clause 2.1 of the Data Processing Agreement in Appendix 1 to the Terms & Conditions, the details of the personal data processing carried out by the Supplier in connection with the Deliverables provided under this Order:

<b>Purpose(s)</b>	Capture personal details of potential Sky customers to then refer those details on to Sky.
<b>Duration</b>	For the Term of the Agreement.
<b>Subject-matter and nature</b>	Provision of Sky TV, Broadband and Telephone Services
<b>Types of personal data processed</b>	Name, Address, Email Address, Telephone Number, Bank Account Details.
<b>Categories of data subjects to whom such personal data relate</b>	Existing and Prospect Sky Customers.

### **15 GENERAL**

- 15.1 Nothing in this Agreement shall constitute a joint venture, employment arrangement or partnership between the Parties. The Parties are independent contractors.
- 15.2 Each Party acknowledges and agrees that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.
- 15.3 Sky reserves the right to vary any term of this Agreement (including any Schedule thereto) on the provision of one (1) month's notice in writing to the Developer. If the Developer continues

to market and supply the Products and Services following the end of such notice period, the Developer will be deemed to have accepted the varied term(s) of the Agreement. Notwithstanding the foregoing the parties agree that Sky may change Customer Offers from time to time without notifying the Developer and without their signature and consent.

- 15.4 Other than as required by law or regulation, the Parties shall procure that the terms of this Agreement shall remain confidential save to the extent necessary to perform the obligations under this Agreement or where required to be disclosed by law.
- 15.5 Any notice under this Agreement to Sky shall be in writing and sent by prepaid, recorded delivery, first class post to:
- i. If for **Sky**: David Nessim-Legal Counsel Sky UK and copied to Matthew Davies, Head of Homes. Sky UK
  - ii. If for the **Developer**: As recorded under the Developer's Agreement with GTC.
- 15.6 The rights and obligations of the Developer under this Agreement are personal to the Developer and shall not be assigned, sub-contracted, delegated, transferred, mortgaged, charged or otherwise disposed of without the previous written consent of Sky. In any event the Developer shall be liable for all acts and omissions of any sub-contractor or assignee.
- 15.7 Sky may assign, sub-contract, delegate, transfer, mortgage, charge or otherwise dispose of its rights and obligations under this Agreement to a Sky Affiliate as it may see fit.
- 15.8 No waiver of any term of this Agreement shall be effective unless in writing and signed by the waiving Party.
- 15.9 Without prejudice to Clause 7.3, the following Clauses shall continue in force on and after the termination or expiry of this Agreement: Clause 9 (Payment), , Clause 10 (Intellectual Property), Clause 11 (Confidentiality), Clause 12 (Liability), Clause 14 (Data Protection), Clauses 15.6, 15.7, 15.8, 15.9, 1.11.
- 15.10 This Agreement shall form the entire agreement between Sky and the Developer relating to the Development and, without affecting any of Sky's remedies (or the Developer's liability) for any misrepresentation by the Developer, the Agreement replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral and prevails over any inconsistent terms or conditions or correspondence or elsewhere or implied by trade custom, practice or course of dealing.
- 15.11 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.
- 15.12 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## SCHEDULE 1

### HOW dSCRs are issued

dSCRs are issued to your communal system contractors via either of our Satellite Distribution Partners:

- **Eurosat** – <http://www.eurosat.com/branches>
- **Alltrade** - <http://www.alltrade.co.uk/trade-counters>

- a) Developer provides their plot to postal block addresses to Sky so we can register the properties on our internal systems.
- b) Developer awards the Communal TV Installation to their installer who will then register an account (Eurosat or Alltrade will setup a Sky web account if required) at the following link - <http://www.distributorreferrals.sky.com/>.
- c) Your installer will then contact their local Eurosat or Alltrade office to request the dSCRs for the specific Block address.
- d) Eurosat or Alltrade will check the address against the system to ensure it is approved by Sky before issuing the dSCRs.
- e) Your installer will request the number of dSCRs they need for the job and Eurosat or Alltrade will supply and raise an invoice for the dSCRs to your installer.
- f) Your installer will then install and commission the dSCRs in the Block
- g) Your installer will then add the install photos on completion of the system to the portal and submit the full registration.
- h) Eurosat or Alltrade will then zero the invoice, thus providing the equipment free of charge.
- i) If after 90 days, the dSCR has not been installed or you do not register the postal block address, an invoice for payment of the dSCR in full by Developer will be raised.

## SCHEDULE 2

### DATA PROCESSING AGREEMENT

This data processing agreement (“**DPA**”) forms part of and is subject to the Agreement entered into by Sky and the Developer. Terms not otherwise defined in this DPA shall have the same meaning as in the Agreement. In the event of a conflict or inconsistency between this DPA and the remainder of the Agreement, this DPA shall govern to the extent required to resolve such conflict or inconsistency, unless a provision of the Agreement explicitly overrides any provision of the DPA by specific reference to such provision(s).

#### 1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the meanings ascribed to them:

“**Applicable Data Protection Law**” means (a) prior to 25 May 2018, the Data Protection Directive (95/46/EC), or, from 25 May 2018, the General Data Protection Regulation (EU 2016/679), and (b) the Directive on privacy and electronic communications (2002/58/EC, as amended), as well as, for each of (a) and (b) above, all Laws implementing such Directives and/or Regulation, as amended or updated from time to time. In the event, any such Directive, Regulation or Laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or Law shall be deemed to constitute Applicable Data Protection Law.

“**Instruction**” means a written instruction (including by email) from Sky to the Developer relating to the Developer’s processing of personal data as Sky’s processor.

1.2 Where defined in Applicable Data Protection Law, the terms “**controller**”, “**data subject**”, “**data protection impact assessment**”, “**data protection officer**”, “**personal data**”, “**personal data breach**”, “**prior consultation**”, “**pseudonymisation**”, “**processor**”, “**processing**”, “**restriction of processing**”, “**supervisory authority concerned**” shall have the same meanings as ascribed to them in Applicable Data Protection Law. Where any such term is not defined in Applicable Data Protection Law, it shall have the meaning ascribed to it in the General Data Protection Regulation (EU/2016/679).

#### 2. DATA PROTECTION OBLIGATIONS

2.1 Sky, acting as controller, hereby appoints the Developer for the duration of this Agreement as its processor. The details of such personal data processing (namely, the purpose(s), duration, subject-matter and nature of such processing as well as the types of personal data processed by the Developer as Sky’s processor and the categories of data subjects to whom such personal data relate) are set out in the Order(s) and such details shall only apply in respect of the personal data processing carried out under such Order(s).

2.2 The Parties agree to comply with their respective obligations as controller and processor under Applicable Data Protection Law and the Developer acknowledges that nothing in this DPA relieves it from its responsibilities and liabilities under Applicable Data Protection Law.

2.3 The Developer shall only process personal data as Sky’s processor in accordance with Sky’s lawful Instructions and notify Sky immediately in the event it reasonably believes any Instruction given by Sky is contrary to Applicable Data Protection Law. The Parties agree that

this Agreement is comprised of Sky's main set of Instructions and the Developer acknowledges that Sky may issue supplemental Instructions in relation to personal data the Developer processes as Sky's processor, including for the Developer to:

2.3.1 provide at its cost reasonable assistance to Sky, taking into account the nature of processing and the information available to the Developer, so that Sky is able to:

- (A) access all documents (in full or only in so far as they relate to personal data processed by the Developer as Sky's processor) which the Developer is required to maintain under Applicable Data Protection Law (if any) about such personal data processing;
- (B) discuss with the Developer's data protection officer (if appointed) the Developer's processing of personal data;
- (C) manage and respond to the exercise by any data subject of any of the rights afforded to data subjects under Applicable Data Protection Law;
- (D) manage and respond to any notices or questions addressed to Sky the supervisory authority concerned;
- (E) evaluate the technical and organisational measures the Developer is required to implement under clauses 2.4, 2.6 and 2.8;
- (F) manage, mitigate and resolve any personal data breach, including the preparation and filing of any notification of any personal data breach to the supervisory authority concerned or relevant data subject(s);
- (G) carry out data protection impact assessments (at Sky's discretion) and prior consultations with the supervisory authority concerned (where required under Applicable Data Protection Law) in relation to the personal data the Developer processes as Sky's processor; and
- (H) demonstrate its compliance with its obligations under Applicable Data Protection Law; and

2.3.2 allow for and reasonably collaborate with (both at the Developer's cost) Sky, an auditor mandated by Sky and/or the supervisory authority concerned carrying out desk-based audits, on-site audits and/or inspections of the Developer, any of its sub-contractors and/or any of the facilities and IT systems used to process personal data on Sky's behalf from time to time (including before such processing commences) to verify the Developer's compliance with its obligations under this DPA and Applicable Data Protection Law.

2.4 Subject to clauses 2.5 and 2.7, the Developer shall:

- 2.4.1 keep the personal data it processes as Sky's processor strictly confidential;
- 2.4.2 ensure that its personnel are bound by appropriate, written and enforceable confidentiality obligations concerning the personal data and that they process such personal data only in accordance with Sky's Instructions;
- 2.4.3 not allow any third party access to the personal data or otherwise transfer the personal data to any third party; and

- 2.4.4 not transfer the personal data outside of the European Economic Area.
- 2.5 If the Developer is required by Law to grant access to or otherwise transfer the personal data to a third party (whether nationally or internationally), it shall:
  - 2.5.1 if permitted by Law, give Sky as much prior notice as is reasonably possible (including reasonable information concerning such access or transfer and the relevant requirement(s) under Law);
  - 2.5.2 limit such access or transfer to the minimum reasonably possible; and
  - 2.5.3 provide Sky at the Developer's cost with all reasonable assistance should Sky choose to challenge such access or transfer.
- 2.6 For the duration the Developer acts as Sky's processor under clause 2.1, the Developer shall:
  - 2.6.1 implement and document appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of the data subjects presented by the Developer processing personal data as Sky's processor, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of such processing as well as the varying likelihood and severity of such risk, including measures to:
    - (A) guard against unauthorised or unlawful processing and personal data breaches;
    - (B) as appropriate, apply pseudonymisation and encryption to the personal data;
    - (C) ensure the ongoing confidentiality, integrity, availability and resilience of the Developer's and any sub-contractor's processing systems and services;
    - (D) restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
    - (E) regularly test, assess and evaluate the effectiveness of such technical and organisational measures;
  - 2.6.2 without prejudice to the generality of clause 2.6.1, comply with the Sky Security Standard; and
  - 2.6.3 annually certify its compliance with clauses 2.6.1 and 2.6.2 to Sky in writing.
- 2.7 The Developer shall only allow a sub-contractor to process the personal data the Developer processes under this Agreement as Sky's processor if:
  - 2.7.1 such sub-contractor's processing of such personal data is carried out exclusively from a territory that is deemed to provide an adequate level of protection under Applicable Data Protection Law or where such processing is otherwise deemed to be subject to adequate levels of protection under Applicable Data Protection law;
  - 2.7.2 it notifies Sky, providing reasonable details;
  - 2.7.3 obtains Sky's prior written consent; and
  - 2.7.4 the written contract under which such sub-contractor processes such personal data is not less onerous than this DPA.

For the avoidance of doubt, the requirements of this clause 2.7 also apply in the event the Developer wishes to change the contract referred to in clause 2.7.4 and, in any case, the Developer shall remain fully liable to Sky for acts and omissions of the Developer's sub-contractors.

2.8 For the duration the Developer acts as Sky's processor under clause 2.1, the Developer shall implement appropriate technical and organisational measures in relation to the personal data it processes as Sky's processor to ensure that it is able to promptly:

2.8.1 provide to Sky any such personal data in a commonly used electronic format, implement the restriction of processing of any such personal data, delete any such personal data and/or modify any such personal data if it receives an Instruction to do so by Sky; and

2.8.2 identify if any data subject requests to exercise any of the rights afforded to data subjects under Applicable Data Protection Law in relation to such personal data.

2.9 The Developer shall notify Sky:

2.9.1 promptly if it receives any notice, request, query, consultation or complaint from the supervisory authority concerned or any data subject relating to the personal data the Developer (or any sub-contractor) processes as Sky's data (sub)processor (including the requests and/or notices referred to in clause 2.8.1) or that otherwise concern to Sky and/or the Developer's compliance with Applicable Data Protection Law;

2.9.2 without undue delay (and, in any event, within 24 hours) via email to [DataIncidents@sky.uk](mailto:DataIncidents@sky.uk), if it becomes aware of any personal data breach or breach of this DPA or reasonably suspects that a personal data breach or breach of this DPA occurred, providing, to the extent reasonably possible, the information Sky is required under Applicable Data Protection Law to provide to the supervisory authority concerned.

2.10 Subject to the Developer's requirements under Law, if the Developer becomes aware of any personal data breach and without prejudice to clauses 2.3.1(F) and 2.9.2 Sky is exclusively responsible for preparing and managing any notification of and/or correspondence with the supervisory authority concerned, any data subject and/or other third party relating to such personal data breach. Subject to the preceding sentence and any Instruction under clause 2.3.1(F), the Developer shall take all reasonable steps at its cost to investigate, mitigate and resolve such personal data breach.

2.11 Upon the Agreement's or relevant Order's (as applicable) termination or expiry (whichever is sooner) and subject to any Instruction to the contrary as well as the Developer's obligations under Law, return to Sky in a reasonably commonly used digital format the personal data it processes as Sky's processor under the Agreement or the relevant Order (as applicable) and then promptly delete and cease processing all such personal data. The Developer shall ensure that all of its sub-contractors (if any) comply with this clause 2.11 and certify its and such sub-contractors compliance to Sky in writing.