

TERMS AND CONDITIONS – Contract for Services to Chivas

i CHIVAS' CONTRACTING BASIS

[Chivas Brothers Limited](#) is a company incorporated in Scotland with company number SC268758 ("**Chivas**"). It is the Scotch whisky and premium gin division of the [Pernod Ricard spirits & wine group](#). Chivas produces, exports and markets some of the world's best known and highest quality malt, blends and premium gins, in addition to liqueurs and spirit drinks.

These Terms & Conditions are the standard contract terms used by Chivas' Marketing and Communications teams to govern its legal relationship with any individual, company or other form of business ("**Supplier**") which supplies services to Chivas on a one-off basis.

1. Interpretation

1.1 In these terms and conditions some words have particular meanings which are set out in Condition 17 below.

1.2 This Agreement comprises the entire agreement between the parties and supersedes any previous agreement between the parties relating to the same subject matter. No other term or condition submitted, proposed or stipulated will apply to the Agreement.

1.3 If there is any conflict or inconsistency in the Agreement, the following descending order of importance will apply: firstly the Work Plan, then these Terms and Conditions, then the cover letter.

2. Agreement to Act as Supplier

2.1 Chivas appoints the Supplier to carry out, and the Supplier agrees to provide, the Services to Chivas. Chivas shall be entitled to carry out similar services itself and appoint other suppliers to do so and the Supplier agrees that its appointment is non-exclusive.

2.2 The parties may enter into a Work Plan for Services and/or Deliverables. Once a Work Plan is agreed and/or signed by the parties, the terms of this Agreement will apply to that Work Plan.

2.3 Each obligation of the Supplier shall be interpreted, unless the context requires otherwise, as an obligation on the Supplier to perform or to procure the performance of the said obligation or the relevant Services by an Supplier Affiliate. The Supplier shall ensure that it and any Supplier Affiliate providing Services has capabilities to provide those Services and the Supplier shall remain liable for all acts and omissions of each Supplier Affiliate as if such acts and omissions were its own.

3. Term of Appointment

3.1 This Agreement shall commence on the Effective Date and continue for the Term, unless terminated in accordance with this Agreement.

4. Supplier Services

4.1 The Supplier will perform the Services and procure that all Deliverables are delivered: (i) on time and in accordance with the Work Plan; (ii) in accordance with Good Industry Practice (and shall employ policies and procedures appropriate to ensure that compliance); and (iii) in accordance with all applicable Policies, which it acknowledges have been made available to it.

4.2 The Supplier acts in all its contracts as a principal at law. Nothing in the Agreement shall be construed as creating any relationship of partnership or employment between the parties.

4.3 Time shall be of the essence in relation to the obligations of the Supplier throughout this Agreement (unless the Supplier is prevented from meeting such obligations due to (i) an act or omission of Chivas; or (ii) a Force Majeure Event).

5. Amendments to work in progress

5.1 Chivas may require the Supplier to cancel, reduce or amend any or all Services or any or all of a Work Plan at any time by giving written notice to the Supplier (including by email) and the relevant Fee shall be reduced accordingly. The Supplier will comply with any such request immediately upon receipt.

5.2 In the event of cancellation, reduction or amendment pursuant to Condition 5.1, Chivas will reimburse the Supplier for any reasonable charges or expenses incurred by the Supplier to a third party, excluding the Supplier's employees and Supplier Affiliates, provided that (i) any such charges and expenses are directly attributable to the part of the Services or the Work Plan that has been cancelled, reduced or amended; and (ii) the Supplier has used its best endeavours to mitigate such charges and expenses as far as possible.

5.3 If Chivas requires the Supplier to increase any Services, the Supplier shall inform Chivas promptly of any resulting increase in the relevant Fee and shall act reasonably in assessing such increase. Following Chivas' Written Approval of the relevant increase, the relevant Services, Work Plans and Fees will be amended accordingly.

6. Fees and Payment

6.1 The Fees shall be calculated on the basis set out in the relevant Work Plan and shall be (i) in Sterling; (ii) exclusive of any applicable VAT (which shall be itemised separately on Supplier invoices and payable by Chivas

subject to receipt by it of a valid VAT invoice); and (iii) inclusive of any duties, imposts and levies other than VAT.

6.2 The Supplier will invoice Chivas in respect of Fees at the times specified in the relevant Work Plan, or if none is specified, on delivery and acceptance by Chivas of all Deliverables, or completion of the Services.

6.3 The Supplier shall ensure that each invoice contains a valid purchase order number and sufficient information to enable Chivas to reasonably assess whether the Fees detailed thereon are properly payable and any other information reasonably requested by Chivas in writing and the Supplier shall submit all invoices in such format as Chivas may specify from time to time and shall send all invoices to the following email address: accountspayable@pernod-ricard.com; with copy to the contact person for Chivas as set out in the Work Plan.

6.4 Chivas will pay valid invoices within 60 days after the end of the month in which Chivas' Accounts Payable department received the valid invoice.

6.5 Chivas shall notify the Supplier within a reasonable time if it considers that an invoice is not acceptable and reserves the right to withhold payment of any invoice or part of an invoice which is not in accordance with this Agreement or which is disputed by Chivas, acting reasonably.

7. Suppliers: Business Terms and Selection

7.1 The Supplier may only appoint subcontractors with Chivas' prior Written Approval which shall not be unreasonably withheld. For the avoidance of doubt, nothing shall restrict Chivas' right to contract directly with any subcontractor (whether in relation to the Services or otherwise) if this is deemed by Chivas to be appropriate. The Supplier will use all reasonable endeavours to obtain competitive prices and commercially advantageous terms for Chivas from suppliers and all other third parties involved in any way in the provision of the Services.

7.2 The Supplier shall remain fully responsible for the delivery of the Services and any Deliverables under this Agreement notwithstanding whether any aspect thereof may have been subcontracted to third parties. Any act or omission of any of the Supplier's subcontractors (or their Personnel) shall be deemed to be an act or omission of the Supplier for the purposes of this Agreement.

7.3 The Supplier shall not pay any costs to any subcontractor, supplier or otherwise in advance without obtaining Chivas' prior Written Approval. If Chivas gives its Written Approval to pay the approved advance costs, then it shall pay the Supplier's invoices in respect of such approved advance costs within 10 Working Days of receipt of a valid invoice and the Supplier shall pay such costs to the relevant supplier or subcontractor without delay, and in any event, within 5 days of receipt from Chivas.

7.4 The Supplier shall obtain receipts for all costs payable to suppliers and subcontractors and shall provide copies to Chivas upon request.

7.5 For the avoidance of doubt, for the purposes of this Condition 7, references to "subcontractors", "suppliers" and "third parties" shall include Supplier's Affiliates (where applicable).

8. Intellectual Property Rights

8.1 Chivas grants to the Supplier a non-exclusive, non-transferable, worldwide IP Rights licence to use, copy, and translate, Artwork solely for the duration and solely to the extent required to supply the Services.

8.2 The Supplier grants to the Brand Owner a non-exclusive, perpetual, royalty-free, worldwide, irrevocable, sub-licensable licence to use the IP Rights in the Supplier Existing Materials to the extent necessary in order for Chivas, any Group Company and their respective licensees and assigns to make full use of the Deliverables.

8.3 The Supplier hereby assigns to the Brand Owner or its nominee, with full title guarantee, all right, title and interest in and to all existing and future IP Rights in and to the Assigned Materials, including the right to bring, make, oppose, defend or appeal proceedings, claims or actions and to obtain relief (and to retain any damages recovered) in respect of any infringement or any other cause of action arising from ownership of any of such IP Rights (whether occurring before, on, or after the date of this Agreement). For the avoidance of doubt, the assignment under this Condition 8.3 shall take effect from the date on which the relevant Assigned Material was or is created, developed or produced.

8.4 Until such time as such IP Rights are effectively assigned to the Brand Owner, the Supplier shall hold all such IP Rights on trust for the Brand Owner and hereby grants the Brand Owner and Chivas an exclusive, perpetual, royalty-free, worldwide, irrevocable, sub-licensable licence to use those IP Rights and the Assigned Materials for any purpose.

8.5 The Supplier shall procure that all authors of the Assigned Materials unconditionally and irrevocably waive and/or undertake not to assert all of their moral rights described in Chapter 4 of Part 1 of the Copyright Designs and Patents Act 1988 (or so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world). Any such waivers or undertakings shall be made in favour of the Supplier, Chivas, the Group Companies and Chivas' licensees, sub-licensees, assignees and successors in title to the Deliverables or Chivas' business (and such persons shall be entitled to directly enforce the same). The Supplier shall

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promptly provide copies of any waivers or undertakings to Chivas, on request.

8.6 The Supplier shall ensure that it obtains for each Deliverable, prior to production of such Deliverable, and maintains thereafter, all necessary rights, consents, releases and approvals for Chivas, the Group Companies and their respective licensees and assigns to use such Deliverable for for Chivas' Minimum Commercial Purposes and such wider purposes as Chivas may have notified to the Supplier.

8.7 The Supplier shall obtain such rights, consents, releases and approvals in writing before producing the relevant Deliverables and shall provide copies of the same to Chivas on request.

8.8 The Supplier shall not incorporate and/or use Third-Party Materials in any Deliverable unless the Supplier has obtained Chivas' Written Approval to do so. The Supplier shall give Chivas reasonable prior notice of its intention to include any such Third-Party Materials and at the same time shall notify Chivas in writing:

8.8.1 whether an assignment to Chivas of the relevant Third-Party Materials can be obtained and the cost of obtaining it; and

8.8.2 if no assignment of the relevant Third-Party Materials can be obtained or cannot be obtained for a reasonable cost, the cost of obtaining a licence of such materials for Chivas' Minimum Commercial Purposes and such wider purposes as Chivas may have notified to the Supplier.

8.9 The Supplier shall not propose the inclusion of any Third-Party Materials in any Deliverable unless the Supplier is able to negotiate a licence of such materials for Chivas, the Group Companies and their respective licensees and assignees to use such materials for any purposes specified in (i) the Usage Rights Summary; and (ii) Chivas' Minimum Commercial Purposes; and (iii) such wider purposes as Chivas may have notified to the Supplier.

8.10 Following receipt of the Supplier's notice under Condition 8.8, Chivas shall notify the Supplier whether: (i) Chivas' Written Approval has been granted in respect of the inclusion of the relevant Third-Party Material; and (ii) the Supplier is required to obtain an assignment (if available) or a licence to enable the use of such Third Party Material for such purposes as specified in clause 8.9, and if so, the extent of such assignment or licence and the approved cost thereof (if any). Chivas may also require the Supplier to negotiate prices at which any such licence obtained may, at Chivas' option, be extended.

8.11 The Supplier shall ensure that all licences of Third-Party Materials are granted directly to Chivas or such of the Group Companies as Chivas shall notify to the Supplier.

8.12 The Supplier shall provide to Chivas such information on the rights acquired in respect of each Third-Party Material (including Assigned Material and Third-Party Material in respect of which a licence has been obtained) in a Usage Rights Summary and warrants that any such information shall be accurate and complete.

8.13 The Supplier acknowledges and agrees that: (i) Chivas' review of the Usage Rights Summary shall not relieve the Supplier of any of its obligations under this Agreement; and (ii) Chivas, the Brand Owner and the Group Companies will rely upon the Supplier to ensure that any usage rights granted in connection with this Agreement are sufficient to run campaigns in the Territories and for the time periods required by Chivas.

8.14 Notwithstanding that IP Rights may not protect all Concepts, slogans, and strategies, the Supplier agrees that the Brand Owner shall own all Concepts, slogans, and strategies created by or on behalf of the Supplier during the Term which are included in the Deliverables. The Supplier shall not create work for another customer based on any such Concepts, slogans or strategies.

8.15 The Supplier agrees that, upon request from Chivas, it shall, and shall procure that the Supplier Affiliates and the subcontractors of Supplier and the Supplier Affiliates (along with the Personnel of the Supplier, Supplier Affiliates and such subcontractors) shall, execute all further documents and do all further acts as may be necessary to give full effect to any term of clause 8. The Supplier shall do this at no charge to Chivas.

9. Confidential Information

9.1 During and after the Term, the Supplier shall, treat in complete confidence all the Information and Artwork.

9.2 The Supplier shall make only such copies of the Information and the Artwork as are necessary for the provision of the Services. Ownership of all complete and partial copies of the Information (including adaptations, translations and other reproductions) shall at all times remain with Chivas. Upon Chivas' written request, the Supplier shall promptly (and in any event within seven days) return or permanently erase or destroy all copies of Information and Artwork (save that copies may be retained to the extent required by law), and certify in writing its compliance with this requirement.

9.3 The Supplier shall, and shall procure that any sub-contractors shall, impose obligations in terms equivalent to those in clause 9.1 and 9.2 on their respective Personnel. Upon written request by Chivas, the Supplier shall also obtain written assurances from any third parties to whom

Information has to be disclosed in order to enable the Supplier to carry out its obligations under the Agreement.

9.4 The restrictions in this clause 9 shall not prevent: (i) the disclosure of Information to Chivas and its Group Companies as required for the purposes of providing the Services under this Agreement; (ii) the use of Information and Artwork to the extent necessary for the proper performance of the Supplier's duties; (iii) disclosure of Information if required by law or governmental authority; or (iii) disclosure of Information which has come into the public domain otherwise than through unauthorised disclosure.

9.5 The Supplier may not advertise or publicly announce that it is undertaking work for Chivas or any Group Company pursuant to the Agreement unless Chivas has provided its prior Written Approval and provided that the content of any public statement receives Chivas' prior Written Approval before release.

10. Warranties and Indemnities

10.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this Agreement. The warranties contained in this Agreement are cumulative and not alternative.

10.2 The Supplier warrants and undertakes to Chivas that it shall (i) comply with the exclusivity restrictions set out in the Work Plan (if any); and (ii) perform the Services with due care and skill, in accordance with Good Industry Practice. The Supplier warrants and undertakes to Chivas that, upon Chivas submitting written requests to the Supplier for the Supplier to remove Content from any of the Deliverables or from any media, the Supplier shall comply with such requests promptly.

10.3 The Supplier warrants and undertakes to Chivas that none of the Deliverables, shall at any time: (i) contain any viruses or other computer programming routines that are intended to or may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (ii) subject to clause 9, be disclosed or published in any manner without prior Written Approval; or (iii) reasonably be considered to bring or to be likely to bring any Group Company into disrepute.

10.3.1 The Supplier warrants and undertakes that the Deliverables (excluding all Brand Materials) shall (i) not have been previously published in any form; (ii) infringe the IP Rights of any third party; (iii) not contain anything obscene, blasphemous, libellous or that is contrary to Legislation.

10.4 The Supplier will on demand indemnify, keep indemnified and hold harmless Chivas and all Group Companies from any Losses arising out of or in connection with any breach or non-performance or threatened breach or non-performance by Supplier of any of its warranties, representations, undertakings or obligations in this Agreement.

11. Limitation of Liability

11.1 Nothing in the Agreement shall exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.

11.2 Subject to Conditions 11.1 and 11.3:

11.2.1 neither party's maximum aggregate liability under or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise, will in any circumstances exceed the greater of (i) 200% of the total remuneration payable to the Supplier by Chivas hereunder during the 12 month period preceding the incident that gave rise to the claim; or (ii) one million pounds Sterling (£1,000,000); and

11.2.2 neither party will be liable under the Agreement for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

11.3 Condition 11.2 shall not apply to Condition 10.4.

12. Insurance

12.1 Supplier agrees, for the duration of the Term and for a reasonable period thereafter, to maintain insurance policies with reputable insurers as may be necessary to cover the Supplier's obligations and liabilities under the Agreement. Upon Chivas' reasonable request, the Supplier shall provide Chivas with all such documentation as is necessary to prove the Suppliers' continuing compliance with its obligations to insure under the Agreement.

13. Termination

13.1 Either party may terminate this Agreement immediately on written notice:

13.1.1 in the event of any material breach of the Agreement by the other party, which if remediable, is not remedied within 30 days after the service of a written notice requiring the same. For the avoidance of doubt, the non-payment by Chivas of an undisputed invoice is a remediable material breach of this Agreement;

13.1.2 in the event that the other party becomes insolvent, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver, administrator or administrative receiver appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in

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consequence of debt; or ceases or threatens to cease to carry on business; or any event occurs, or proceeding being taken in any jurisdiction that has an effect equivalent or similar to any of the events referred to in this clause 13.1.2.

13.2 Chivas may terminate the Agreement immediately on written notice:

13.3 at any time by service on the Supplier of written notice;

13.3.1 if the Supplier or any person performing the Supplier's obligations to Chivas on the Supplier's behalf (or any officer or agent of that person or of the Supplier) is charged with or investigated in relation to or engages in any conduct that may constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015 or breaches the terms of its applicable anti-bribery policy or Chivas' anti-slavery policy (the Slavery and Human Trafficking Policy);

13.3.2 if the Supplier is subject to a Change of Control unless Chivas provided its Written Approval to such Change of Control; or

13.3.3 if in Chivas' reasonable opinion, the Supplier or its Personnel or subcontractors act or omit to act in any way whatsoever which is likely to be detrimental to the goodwill, reputation or image of Chivas, its brands or the Brand Owner.

13.4 Chivas may terminate the Agreement forthwith by written notice to that effect served upon the Supplier in the event that the Supplier, a Supplier Affiliate or any employee, officer, sub-contractor, agent or representative of the Supplier or a Supplier Affiliate, who performs any part of the Services is charged with or investigated in relation to or engages in any conduct that may constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015 or breaches the terms of its applicable anti-bribery policy or Chivas' anti-slavery policy (the Slavery and Human Trafficking Policy).

13.5 The termination of the Agreement shall be without prejudice to any other rights or remedies of either party. The parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice.

13.6 On expiry or termination of the Agreement: (i) the Supplier shall promptly return to Chivas, and in any event within 28 days of expiry or termination of the Agreement (whichever applies) the product of the Services, all property belonging to Chivas; and (ii) all Work Plans will terminate automatically.

13.7 The following Conditions shall survive termination or expiry of the Agreement: 7 to 13 inclusive.

14. Data Protection

14.1 The Supplier warrants that it shall not act as a Data Processor for Chivas under the Agreement. If Chivas wishes to instruct the Supplier to act as a Data Processor, the parties shall agree the terms of such appointment in writing and with the prior Written Approval of an Authorised Person for Chivas, prior to any Personal Data being collected, processed or transferred to the Supplier for or on behalf of Chivas.

15. Notices

15.1 Any notice to be given under the Agreement shall be in writing and shall be served by (i) delivering it personally; or (ii) where notice is to be served at an address within the United Kingdom, by prepaid first class recorded delivery post; or (iii) commercial courier, in each case sent for the attention of the person, and to the address set out in the Work Plan or to such other person or address as the receiving party may have notified to the other.

15.2 A notice is deemed to have been received: (i) if delivered personally, at the time of delivery at the address and for the contact referred to in this Condition 15; (ii) if sent by prepaid first class recorded delivery post, at 9.00 am on the second Working Day after posting; and (iii) if delivered by commercial courier, on the date and at the time that the courier's receipt is signed. If deemed receipt under this Condition 15.2 is not within business hours (meaning 9.00am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), then deemed receipt will take place when business next starts in the place of receipt.

16. General

16.1 The Supplier agrees that Chivas enters into this Agreement for itself and for the benefit of each Group Company and that all provisions expressed to be for the benefit of Chivas shall also be for the benefit of each of Chivas' Group Companies. Any Losses incurred by such a Group Company shall be deemed to be Losses incurred by Chivas (and shall not be deemed to be indirect, consequential or special losses for being suffered by a Group Company of Chivas), provided that the Supplier shall have no greater liability to Chivas and its Group Companies (together) than the Supplier would have to Chivas pursuant to Condition 11.

16.2 Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under the Agreement caused by a Force Majeure Event provided the same arises without the fault or negligence of such party. Failure to perform by a subcontractor shall not be deemed to be a Force Majeure Event unless that subcontractor's failure to perform was caused by any of the foregoing circumstances to the extent that they are beyond the relevant subcontractor's reasonable control. If the Force Majeure Event continues for more than 30 days in aggregate, the

party which is not claiming the Force Majeure Event may terminate the Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.

16.3 Except as set out in clause 8.5 and without prejudice to Condition 16.1, a person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

16.4 Except as set out in this Condition, neither party shall assign, novate, transfer, charge or deal in any other manner with the Agreement or any of its rights under it without the prior written consent of the other party. Chivas shall be entitled to assign, novate, subcontract or otherwise transfer this Agreement or any of rights and obligations hereunder in whole or in part to a Group Company without requiring the prior written consent of the Supplier.

16.5 No variation of the Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties, and in respect of Chivas, by an Authorised Person only.

16.6 The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

16.7 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

16.8 Should any of the provisions of this Agreement be invalid or unenforceable then such invalidity or unenforceability will not affect the remaining provisions of the Agreement herein. The parties agree that they will replace an invalid or unenforceable provision with a new provision which closely approximates the lawful intent of the invalid or unenforceable provision.

16.9 The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

16.10 The Agreement shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with the Agreement or the legal relationships established by the Agreement.

17. Definitions

17.1 In the Agreement, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

Agreement	Means the agreement comprising the cover letter annexed hereto, any Work Plan, these terms and conditions, and any schedules or annexes thereto;
Artwork	Means any designs, specifications, graphics, documentation, models and/or other materials relating to Chivas' products;
Assigned Materials	Means all of the Deliverables excluding (i) the Supplier Existing Materials and (ii) any Deliverables or parts of them which are Third-Party Materials in respect of which Chivas has been unable to obtain an assignment (pursuant to Condition 8.8.2);
Authorised Person	Means a person employed by Chivas whose title is Brand Director, Marketing Manager or Senior Brand Manager;
Brands	means the products and brands listed or referred to in the Work Plans from time to time;
Brand Owner	Means one (or more if applicable) of the following: (i) Allied Domecq Spirits & Wine Limited for Beefeater, Ballantine's, Scapa and Long John; (ii) Chivas Holdings (IP) Limited for Chivas Regal, Royal Salute, Passport, 100 Pipers, Aberlour and Clan Campbell; (iii) The Glenlivet Distillers Limited for The Glenlivet and Longmorn; or (iv) Hill, Thomson & Co., Limited for Something Special and Queen Anne, in all cases, the brand owner(s) as intended by Chivas and the Supplier;
Change of Control	Means a change or proposed change in the holding of, or the acquisition or proposed acquisition of, either: (i) the voting rights attaching to 25% or more of the voting shares or stock in the Supplier; or (ii) the power to direct or cause the direction and management of the policies of the Supplier in accordance with the holder's or acquirer's wishes, whether as a result of the ownership of shares, control of the board of directors, contract or any powers conferred by the articles of association or other constitutional documents of the Supplier or otherwise;
Concepts	means any ideas, plans or schemes (whether expressed orally, graphically or in writing);

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Data Processor	Has the same meaning as set out in the Data Protection Legislation;
Data Protection Legislation	Means Regulation (EU) 2016/679 (The General Data Protection Legislation) and any legislation in force from time to time which implements it or the European Community's Directive 95/46/EC and Directive 2002/58/EC and any other similar national privacy legislation and any guidance and codes of practice issued by data protection regulators;
Deliverable	Means all outputs and deliverables set out or referred to in the Work Plans including all Data contained therein (whether such outputs and deliverables were created, developed or produced before, on or after the Effective Date);
Effective Date	Means the date of the cover letter, or as specified in a Work Plan, or if none is specified, the date the parties' first communicated regarding the potential provision of Services;
Fee(s)	Means the fee set out or referred to in a Work Plan;
Force Majeure Event	means any of the following circumstances to the extent that they are beyond the reasonable control of the relevant party: Act of God, natural disaster, epidemic or pandemic, war, armed conflict, terrorist attack, fire, explosion, extreme adverse weather or interruption of utility service;
Good Industry Practice	Means in relation to any activity and under any circumstance, exercising the same skill, expertise and judgement and using facilities and resources of a similar or superior quality as would be expected from a person who: (i) is skilled and experienced in providing the services in question, seeking in good faith to comply with his contractual obligations and seeking to avoid liability arising under any duty of care that might reasonably apply; and (ii) takes all proper and reasonable care and is diligent in performing his obligations; and (iii) complies with all applicable Legislation including relevant industry standards that may apply to his particular activities;
Group Company	Means (i) any body corporate which is from time to time a holding company of Chivas, a subsidiary of Chivas or a subsidiary of a holding company of Chivas ("holding company" and "subsidiary" having the meanings attributed to them by Companies Act 2006 section 1159) and (ii) any company within the Pernod Ricard S.A. group of companies from time to time and "Group" shall be construed accordingly;
Information	Means all the strategic, corporate, marketing and sales information and statistics relating to Chivas' and/or the Group Companies' businesses and the materials with which the Chivas and/or a Group Company may supply the Supplier in the course of any work for Chivas or which the Supplier may otherwise acquire;
IP Rights	Means any copyright, extended or revived copyright, design right, registered design right, patent, performer's property right, image right (including any name, nickname, name, likeness, biographical details, portrait, caricature, silhouette, autograph, signature, voice and/or photograph as well as any words, and/or symbols, and/or photographic and/or graphic representations which identify a person and/or a person's name or likeness anywhere in the world), know-how, trade name, trade mark, domain name, right to any URL, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trade mark, registered design or similar registrable rights in any part of the world and any renewals and extensions together with the right to commence any action and recover all remedies in relation to infringement of any such rights accrued;
Legislation	means in relation to any undertaking and any circumstance all laws, statutes and statutory instruments, regulations, by-laws, codes of practice, standards determined by any governmental or regulatory authority or judgements of a competent court of law which apply or may apply to that undertaking or to that circumstance from time to time;
Losses	Means all costs, liabilities, losses, damages, claims, actions, proceedings, awards, charges, penalties, demands and expenses (including all legal and other professional fees and expenses);

Minimum Commercial Purposes	means (unless Chivas provides its prior Written Approval of alternative usage rights), use of the Deliverables by Chivas, Brand Owner, Group Companies and their respective licensees and assigns: (i) in the media and Territory and for the period specified in the Work Plan (as may be amended by the Parties' written agreement) or, if none are specified, for the use reasonably required by Chivas, the Brand Owner and Group Companies (including such use to enable the relevant campaign to be conducted in respect of the Brands); and (ii) use in perpetuity for historical reference, investor communications, archiving purposes, training and other internal and not primary advertising purposes (including retention on Chivas' requested trademark asset database);
Personal Data	Has the same meaning as set out in the Data Protection Legislation;
Personnel	Means officers, employees, consultants, agents, representatives and advisers;
Policies	Means those policies adopted by Chivas and made accessible by Chivas to the Supplier either online at http://www.chivasspirit.com/business-spirit/suppliers or otherwise;
Services	Means those services set out in agreement and those services specified or referred to in the Work Plans;
Supplier	Means the company specified in the cover letter and/or the Work Plan;
Supplier Affiliate	Means any subsidiary, holding company, subsidiary undertaking and any parent undertaking of the Supplier and shall include for the avoidance of doubt any group undertaking in relation to the Supplier where (i) "subsidiary" and "holding company", (ii) "group undertaking" and (iii) "subsidiary undertaking" and "parent undertaking" each have the meanings given in the Companies Act 2006 in sections (i) 1159, (ii) 1161, and (iii) 1162 respectively;
Supplier Existing Materials	Means any materials owned by the Supplier and which are incorporated in a Deliverable or used by the Supplier in the course of the Services and which were already in existence as at the Effective Date;
Term	Means the period specified in the Work Plan, or if none is specified, means the period from the Effective Date until the date when the Services have been completed and final payment of the Fees has been made;
Territory	Means those countries in which the Services are to be provided as set out in each Work Plan and all markets where the Deliverables are intended to be accessed;
Third Party Materials	Means any work or materials authored, created or performed by a third party and either commissioned for, or used in relation to, the Services, including library images;
Work Plan	Means any work plan issued by Chivas to which these terms and conditions are attached or which refers to these terms and conditions which may or may not be named, amongst other things "brief", "scope of work" or any other thing having the same effect; and, where no such work plan exists in respect of services, Chivas' written instructions for delivery of services, as such Work Plans are amended from time to time in accordance with the Agreement;
Working Day	Means a day (other than a Saturday or a Sunday) on which the clearing banks in the City of London are open for business; and
Written Approval	Means approval signified by: (i) any letter or purchase order on Chivas' notepaper bearing the signature of an Authorised Person, or any other person nominated in writing by an Authorised Person for the purposes of giving Written Approval; (ii) email emanating from the personal email address of an Authorised Person, or of any other person nominated in writing by an Authorised Person for the purposes of giving Written Approval; or (iii) oral approval given by an Authorised Person, or any other person nominated in writing by an Authorised Person for the purposes of giving Written Approval, provided this is in circumstances where time does not permit Written Approval and the said oral approval is confirmed in writing within one Working Day.