



Lyle & Scott Kits for Clubs Agreement

This affiliate agreement (“the Agreement”) is made and entered into on the date of sending of Lyle & Scott’s email of Acceptance to the affiliate, by and between the applying and accepted football club, team or individual (“the Affiliate”) and **Lyle & Scott Limited** incorporated and registered in England and Wales with company number 04111248 whose registered office is 37 Kentish Town Road, London, NW1 8NX (“Lyle & Scott”). All parties have agreed to enter into this Agreement upon the terms set out herein.

1. BACKGROUND

Lyle & Scott have launched a campaign to provide free of charge football kits to the grassroots community. As part of this campaign, Lyle & Scott affiliates have been selected and Lyle & Scott shall supply football kits to the Affiliate free of charge on the terms set out herein. Lyle & Scott have a responsibility to portray the Lyle & Scott brand in a positive manner at all times, with the brand expecting all affiliate partners to behave as role models within their community.

2. TERM AND RENEWAL

This Agreement shall be deemed to commence on the date of sending of Lyle & Scott’s email of acceptance to the Affiliate, and shall continue for a minimum term of 12 months, extending until the point at which the Lyle & Scott products provided are no longer used by the team or club, when it shall automatically terminate, unless terminated earlier in accordance with the provisions of this Agreement (“the Term”).

3. CLOTHING

The Affiliate will be supplied with Lyle & Scott football kit (football shirt, football shorts and football socks) “Affiliate Products”. For the avoidance of doubt the number of items to be supplied by Lyle & Scott to the Affiliate as Affiliate Products will be at all times at the sole discretion of Lyle & Scott. The Affiliate will, and (where appropriate) will procure that any individual associated with the Affiliate will, at the request of Lyle & Scott, immediately stop wearing any item supplied by Lyle & Scott under this Agreement and comply with any reasonable request by Lyle & Scott in respect of such item, including but not limited to the return of the item to Lyle & Scott.

The Affiliate Products, being Lyle & Scott standard items of apparel, will be in standard Lyle & Scott sizes. The Affiliate is to provide Lyle & Scott as part of its submission in the application process with the size and quantity that the Affiliate requires for such Affiliate Products. It is the responsibility of the Affiliate to check the Lyle & Scott sizing of Lyle & Scott products and to send the Affiliate’s requested size to Lyle & Scott. Lyle & Scott will not be responsible in any way whatsoever for the items not

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fitting the Affiliate. For the avoidance of doubt Affiliate Products are standard Lyle & Scott sizes only and may, at the sole discretion of Lyle & Scott, be customised to the specification of the Affiliate.

The Affiliate is to provide Lyle & Scott, as part of its submission in the application process, a recognised postal address for where the Affiliate Products should be delivered to by Lyle & Scott. This address will be the delivery address for the duration of this Agreement unless the parties agree otherwise in writing.

Throughout the term of this Agreement and throughout all football nations worldwide and in all global territories, the Affiliate, and (where appropriate) the Affiliate will procure that any individual associated with the Affiliate, will ensure that:

- a) The Affiliate Products must be worn in all football matches and official tournaments, unless a uniform is provided by a governing body (e.g. national team kit if playing in an international tournament). As a minimum each Affiliate player must wear at least a Lyle & Scott football shirt (which for the avoidance of doubt will be supplied as part of the Affiliate Products).
- b) The Affiliate, any Affiliate players and/or Affiliate representatives, any clothing, including the Affiliate Products, should always be well presented and clean when in the public eye.
- c) The Affiliate Products are treated with reasonable care and skill (fair wear and tear excepted) including being laundered correctly.
- d) The Affiliate Products should be worn as often as reasonably possible when the Affiliate and any individual associated with the Affiliate is playing football for the Affiliate team in order to increase brand awareness.

In the event of termination of this Agreement for any reason other than the coming to an end of this Agreement due to the expiration of the fixed Term as set out in section 2, unless otherwise notified by Lyle & Scott, the Affiliate will, and (where appropriate) will procure that any individual associated with the Affiliate will, return all of the Affiliate Products which have not been opened, or have not been worn by players of the Affiliate, to Lyle & Scott. The Affiliate will bear the cost of returning the same to Lyle & Scott at such address to be notified by Lyle & Scott to the Affiliate.

The Affiliate will not and (where appropriate) will procure that any individual associated with the Affiliate will not during the Term of this Agreement wear or been seen or photographed in, or with, any third party products which Lyle & Scott might reasonably consider to be competing products, in a match environment for the Affiliate team or at any event which might in the reasonable opinion of Lyle & Scott be an opportunity for promotion of the Affiliate and/or Lyle & Scott. Plain socks or shorts in matching colour to the football shirt may be worn if there are no Affiliate Products of this type available to the Affiliate due to reasonable wear and tear and/or damage sustained over the course of the playing season to the Affiliate Products supplied. Any request for replacement Affiliate Products due to reasonable wear and tear

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and/or damage sustained over the course of the playing season must be made in writing to the email address set out below. Lyle & Scott has no obligation to provide Replacement Products.

The Affiliate represents and warrants that it will not, and it will (where appropriate) procure that any individual associated with the Affiliate will not, make any claims as to the properties, functionality, or other qualities of any Lyle & Scott products (including the Lyle & Scott Products) except as authorised by Lyle & Scott in writing from time to time.

The Affiliate is responsible for ensuring that all information supplied by the Affiliate, or any third party on its behalf is accurate, up-to-date and not misleading or likely to mislead or deceive. At times, the Affiliate may be asked to submit information to Lyle & Scott at the following site <https://kitsforclubs.lyleandscott.com> ("the Site"). You must not under any circumstances seek to undermine the security of the Site, or any information submitted to or available through it. In particular, but without limitation, you must not seek to access, alter or delete any information to which you do not have authorised access, seek to overload the system via spamming or flooding, take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of this Site or attempt to decipher, disassemble or modify any of the software, coding or information comprised in the Site.

Lyle & Scott will not accept responsibility for any information supplied to Lyle & Scott using the Site that is incomplete, lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind. The Affiliate confirms that the information supplied to Lyle & Scott using the Site is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic or illegal; can be submitted to Lyle & Scott and used without breaching any contractual obligation to any person; and does not contain anything which may be confidential or commercially sensitive.

4. SOCIAL MEDIA

In recent years, Facebook, Twitter, and other social sites have increased in popularity and are used by many athletes within the sport to communicate with brands, fans, and governing bodies. Third parties, including the media, fans, other brands, can easily access individuals' profiles and view all personal information. This includes all pictures, videos, comments, and posts. Inappropriate material affects the perception of the Affiliate, the brand, and the football community.

Examples of inappropriate and offensive behaviour concerning participation in online communities may include, but are not limited to, depictions or presentations of the following (*these are examples and are not intended to be an exhaustive list*):

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1. Posting or featuring in (whether by image or reference) photos, videos, comments, or posters showing the personal use of alcohol, tobacco, e.g., beer cans, shot glasses, bottles of spirits, etc. Posting or featuring in (whether by image or reference) photos, videos, and comments that are of a sexual nature. This includes content of a pornographic nature and other inappropriate material.
2. Posting or featuring in (whether by image or reference) pictures, videos, or comments that condone drug related activity. This includes but is not limited to images that portray the personal use of marijuana and drug paraphernalia.
3. Using inappropriate or offensive language in any comments, videos and other postings. This includes threats of violence and derogatory comments against race and/or gender, religion, sexual orientation, etc.

If the Affiliate's profile and/or its contents are deemed by Lyle & Scott to be inappropriate, the Affiliate will be subject to the following courses of action (Lyle & Scott does however reserve the right to take any action whatsoever that it deems appropriate in the circumstances):

Drugs Offence. If the Affiliate features in, posts or shares a post showing or promoting the use of, or presence of any illegal or inappropriate substances, the Affiliate will be removed from the programme with immediate effect following written notice by Lyle & Scott.

Offensive Posts. If the Affiliate is found to be featured in or sharing posts of an offensive nature (including but not limited to: racist, sexist, homophobic, threatening, swearing/abusive language), Lyle & Scott will notify the Affiliate in writing that it is to carry out a review of the Affiliate's social media activities and social media usage in order to decide whether the Affiliate is deemed suitable to remain on the affiliate programme. The review will be carried out by Lyle & Scott within 14 days of notifying the Affiliate, and the Affiliate will subsequently be notified in writing as to whether or not the Affiliate will be removed from the affiliate programme with immediate effect.

Lack of Posts. If the Affiliate fails to abide by the terms of this Agreement in respect of sharing Lyle & Scott content on their social media platforms, a warning will be issued advising the Affiliate to abide by this Agreement and any additional social media guidelines provided to the Affiliate by Lyle & Scott. If this offence continues, the Affiliate will be removed from the programme with immediate effect following written notice by Lyle & Scott.

If the Affiliate is in doubt as to the appropriateness of any online public material, the Affiliate should consider whether it upholds and positively reflects the Affiliate's own values and ethics, as well as those of Lyle & Scott. If in doubt the Affiliate must contact Lyle & Scott.

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The Affiliate's social media should not operate in private mode, or any such equivalent, unless otherwise agreed with Lyle & Scott, as this will significantly reduce exposure to other social media users.

The Affiliate will, and (where appropriate) shall procure that any individual associated with the affiliate will:

- use the following hashtags only when using hashtags in social media about Lyle & Scott, Lyle & Scott products and/or Affiliate Products, together with any other tags as required by any applicable governing laws and regulations:
#LyleandScott #dareto_ #kitsforclubs
@lyleandscott (link the post to our social media accounts)
www.lyleandscott.com;
- comply with all applicable laws, codes and guidelines relating to promoting brands, including but not limited to guidance issued by the Advertising Standards Authority and other relevant bodies, in each case as updated from time to time;
- where describing the Affiliate's relationship with Lyle and Scott include the following title: Lyle & Scott Football Partner . For the avoidance of doubt no other title should be used by the Affiliate to describe this relationship;
- Ensure that all social media posts relating to Lyle & Scott and/or the Lyle & Scott Products contain #ad prominently;
- link its website, twitter feed and other social media (as applicable) to the Lyle & Scott website (www.lyleandscott.com) when reasonably possible, subject to any applicable governing laws and regulations. When posting on social media, directing people to the Lyle & Scott e-commerce web site is of great importance to Lyle & Scott in order for Lyle & Scott to drive customer traffic and in turn drive sales to our online store;
- provide Lyle & Scott where reasonably possible with at least 7 days' notice of any key competition or event that the Affiliate team will be playing or attending;
- promptly refer all enquiries from the media and other third parties concerning Lyle & Scott or this Agreement directly to Lyle & Scott and not make any comment regarding such enquiries without agreeing this first with Lyle & Scott. When requested by Lyle & Scott and within a reasonable time of such request, provide Lyle & Scott with quotes and comments for use by Lyle & Scott at its discretion (which may include all media channels);
- promptly, and in any event within 24 hours, remove any content over which it has control at the request of Lyle & Scott, provided that such content has been featured pursuant to this Agreement or contains reference to Lyle & Scott or the Affiliate Products (including clothing worn or used by an individual featured in such content); and
- Not commit any act or neglect to do anything which might reasonably be considered to, or likely to, bring Lyle & Scott into disrepute.

5. GRANT OF RIGHTS

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Lyle & Scott may use the Affiliate's profile to promote Lyle & Scott products and to leverage media coverage.

The Affiliate agrees that it will refrain from using any Lyle & Scott logos or marks, including any Lyle & Scott trademark, save for those for which use by the Affiliate has been approved by Lyle & Scott in writing, and for which a copy of the applicable logo or mark has been provided to the Affiliate by Lyle & Scott only in advance of such approved use. The Affiliate agrees to use any such logo or mark provided by Lyle & Scott for use in connection with delivery of the Affiliate's obligations under this agreement only and only for the duration that this Agreement between Lyle and Scott the Affiliate is in force.

Nothing in this Licence shall be construed as a representation, warranty or promise by Lyle & Scott as to the utility, validity, subsistence or enforceability of any of the Lyle & Scott logos or marks, including any Lyle & Scott trademark ;or that the exercise of the rights granted herein will not infringe the intellectual property rights of any third party.

Lyle & Scott is hereby granted by the Affiliate a non-exclusive, sub-licensable, royalty-free license for the Term to:

- i) use any marketing, advertising or promotional content or materials produced by or on behalf of the Affiliate in connection with this Agreement ("Affiliate Material") and use the Affiliates' logo(s) provided by the Affiliate (if any) ("Affiliate Marks") in order to fulfil its obligations under the Agreement (including to produce the Affiliate Products;
- ii) to promote and exploit the Affiliate as a Lyle & Scott football partner in any media;
- iii) to use and any names, logos and branding provided by the Affiliate as part of the Agreement, without requiring any further written permission; and in perpetuity to use the Affiliate Materials and Affiliate Marks from its image bank and material bank as set out herein.

It is understood that the Affiliate may have persons under the age of 18 as part of the Affiliate's football team for which the Affiliate Products are supplied by Lyle & Scott ("Young Person"). Lyle & Scott will not be entitled to use photographs, videos and any interviews provided to it by the Affiliate in respect of any Young Person unless agreed with the Affiliate in writing in advance, and subject at all times to the Affiliate having obtained all consents rights and waivers of rights as necessary for Lyle & Scott to use such materials for any agreed purpose.

Save as set out above in respect to Young Persons, Lyle & Scott will be entitled to use photographs, videos and any interviews provided to it by Affiliate. or otherwise created in connection with this Agreement for such purposes as it requires, including but not limited to use of the Affiliate's and its team members' image, likeness and/or name in advertising and marketing material worldwide indefinitely. The Affiliate warrants that the individuals who are featured in any such materials shall have provided all consents, rights and waivers of rights as necessary for Lyle & Scott to use such materials in accordance with this Agreement.

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The Affiliate will deliver up to Lyle & Scott upon request any consents, rights and waivers. Save in relation to Young Persons, Lyle & Scott is also permitted to add such photographs, videos and any interviews to its image bank or other materials bank and to use such content for all kinds of internal and external productions such as brochures, advertisements, posters, boards, web, retail point of sale material, social media, films, magazine editorials and covers, trade show material and PR material. Lyle & Scott shall have the right to use material from the image and material bank both during and after the Term without charge as part of the royalty free license.

The Affiliate agrees to defend, indemnify and hold harmless Lyle & Scott from and against all liability, loss, cost, damages, claims and expenses (including reasonable legal fees) on account of any injury, cost, expense, or damage incurred by any or all of Lyle & Scott, arising out of or resulting from or occurring in connection with any claim that Lyle & Scott's use of the Affiliate Material and the Affiliate Marks(s) infringes the rights, including the Intellectual Property Rights, of any third party. This clause shall survive expiration or termination of the Agreement.

Lyle & Scott agrees to use any personal data for the purpose of fulfilling its obligations under this Agreement, and in accordance with the Lyle & Scott Privacy Policy which can be found here <https://www.lyleandscott.com/pages/privacy>. Lyle & Scott do not need to obtain consent when we process personal data for the purpose of fulfilling our contractual obligations to you, complying with our legal obligations, or for our own legitimate interests.

Some of our processing activities may however need the Affiliate's consent. The Affiliate can withdraw consent at any time by contacting Lyle & Scott using the contact details set out herein.

The Affiliate agrees that Lyle & Scott may, as part its obligations under this Agreement, use third party data processors namely Typeform, Zapier, Klaviyo in order that the data provided by the Affiliate to Lyle & Scott can be presented in a manner which allows for customisation of the Affiliate Products which as set out herein, is at the sole discretion of Lyle & Scott.

6. MEDIA COMMUNICATIONS

Lyle & Scott affiliates benefit from local media exposure and national attention. Therefore, it is important to understand the media, the value of positive media relations, and how best to deal with the media. The primary way for football fans to find out about Lyle & Scott affiliates is through the media. The stories of players, tournaments, and brands may be shared with fans on a daily basis throughout the year using numerous platforms including online media, magazines, television stations and websites.

Lyle & Scott shall not write or say anything, either in public or to representatives of the media, that is critical of, disparaging of or derogatory to the Affiliate.

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The Affiliate shall not, and (where appropriate) the Affiliate will procure that any individual associated with the Affiliate shall not, make any derogatory, disparaging or defamatory statement relating to Lyle & Scott, any of Lyle & Scott's other partners, brand ambassadors, staff, or product in public, online (including on social media), to the press or elsewhere during the Term and for a period of 12 months thereafter.

7. TERMINATION

Either party may terminate this Agreement upon giving three months prior written notice to the other.

In addition to rights set out elsewhere in this Agreement Lyle & Scott shall have the right to terminate this Agreement immediately upon written notice to the Affiliate in the event that:

- a) The Affiliate, or any individual associated with the Affiliate commits a material breach (which may, without limitation, consist of a series of minor breaches) of any of its obligations under this Agreement and (if such a breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so; or
- b) The Affiliate ceases to exist or fails to participate in competition for longer than 6 months.
- c) The Affiliate, or any individual associated with the Affiliate is charged with any criminal offence which, if committed in the United Kingdom could result in the Affiliate serving a term of imprisonment or commits any act or omission that is widely held to be offensive to the morality of the public in general in Europe.
- d) The information provided to Lyle & Scott during the application process and upon which Lyle & Scott accepted the Affiliate to the programme is found by Lyle & Scott (acting reasonably) to be untrue, misleading or inaccurate.

It is understood and agreed by both parties that from and after the date of termination or expiration of this Agreement the rights granted under this Agreement will cease with immediate effect. The expiry or termination of this agreement shall be without prejudice to any rights which have accrued to either of the parties under this Agreement. The Affiliate agrees to comply with any reasonable request made by Lyle & Scott to remove any material from the Affiliate's social media platforms. Lyle & Scott shall not actively use or exploit its previous connection with the Affiliate and shall take all reasonable steps to ensure that no further advertising and marketing material featuring the Affiliate is produced, distributed or released.

8. Limitation of Liability

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Lyle & Scott's maximum aggregate liability in respect of all losses, damages, costs, expenses or any other liabilities, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement (including its termination) shall be limited to an amount equivalent to the value (RRP) of the Affiliate Products supplied by Lyle & Scott to the Affiliate.

9. GENERAL

At times under this Agreement the giving of notice may be required. Any notice required to be given under this Agreement, shall be in writing and shall be sent by pre-paid first class post, recorded delivery or to the other party at the address specified in this Agreement or if sent by email, it shall be first sent to the email address as provided by that party to the other in writing, and then followed up by sending within 24 hours a copy by pre-paid first class post.

This Agreement shall not be deemed to create a partnership, joint venture or employment relationship between the Affiliate and Lyle & Scott. This Agreement constitutes the entire understanding between Lyle & Scott and the Affiliate and cannot be altered or modified in any way except by agreement in writing signed by both parties.

Save in relation to the Kits for Club Application Terms & Conditions, upon the coming into force of this Agreement it shall supersede all prior negotiations, understandings and agreements whether oral or written, and such prior agreements shall therefore be null and void without further legal effect. In the event of any conflict between the Kits for Club Application Terms & Conditions and this Agreement, this Agreement shall prevail.

The Affiliate warrants and represents to the other that it has the full right and power to enter into this Agreement and perform all obligations to be performed hereunder.

This Agreement shall be construed and governed in accordance with the laws of England and the parties agree to the non-exclusive jurisdiction of English Courts.

The Lyle & Scott Affiliate Co-ordinator is Scot Bowman and will be a point of contact at Lyle & Scott for the Affiliate. Scot Bowman can be contacted at:

Email: scot.bowman@lyleandscott.com

Please sign and return to acknowledge your acceptance of the terms as set out herein.

The Affiliate will and (where appropriate) the Affiliate will procure that any individual associated with the Affiliate will abide by the terms set out in this Agreement.

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We confirm our consent and agreement to the terms of this Agreement

Signed by(Authorised Signatory)

for and on behalf of

LYLE & SCOTT LIMITED(date)

I confirm my consent and agreement to the terms of this Agreement

Affiliate:

Signed:

Date: