

TERMS AND CONDITIONS: TVC CLIENT SERVICES AGREEMENT

These Terms and Conditions form part of the Agreement between TVC and Client and refer to words defined in the Client Services Agreement and herein (or any agreement in which these terms are incorporated by reference).

1. Definitions:

"Affiliates" means, in respect of a party to this Agreement, any entity controlled by, controlling or under common control with such party.

"Applicable Laws" means all laws, regulations, codes, standards determined by any governmental or regulatory authority and generally applicable industry or self-regulatory standards whether the same are regional, national or international, which apply to the parties respectively.

"Force Majeure Event" means any circumstance beyond a party's reasonable control including (but not limited to) war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, any break down or failure of, or damage to, machinery or equipment or communication lines, the malfunction of any website, computer viruses, fire, flood, acts of God, strike, lock-out or other industrial disputes (whether or not involving employees of the relevant party) legislative or administrative interference.

"Intellectual Property" means any trade mark, patent, invention or utility model rights, any copyright, design right (whether registered or unregistered) and any other rights of a similar nature and any applications for any of the aforementioned, and rights in any know-how, trade secrets, data, consumer data, databases (including without limitation names, addresses, gender, birthdates, telephone numbers, occupation, consumption habits and buying habits) and domain names.

"Services" means the services and deliverables described in the Agreement.

2. THE SCOPE OF SERVICES

2.1 Changes to the Services shall be communicated and agreed in writing between the parties.

2.2 Nothing in this Agreement shall prevent or restrict TVC from providing services including, but not limited to, services similar to or the same as those outlined in this Agreement.

3. CLIENT'S OBLIGATIONS

3.1 Client shall provide reasonable cooperation to TVC in all matters relating to the Services.

3.2 Client shall give TVC clear briefings and ensure that all facts given relating to the Services are accurate to enable TVC to provide the Services.

3.3 If TVC's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client, its agents, subcontractors, consultants or employees, TVC shall not be liable for any costs, charges or losses sustained or incurred by Client that arise directly or indirectly from such prevention or delay.

3.4 Client shall be liable to pay to TVC, on demand, all reasonable costs, charges or losses sustained or incurred by TVC (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Company's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject

to TVC confirming such costs, charges and losses to Client in writing.

3.5 Client represents and warrants that to the best of its knowledge and belief, information supplied to TVC before and during the term of this Agreement shall be accurate.

3.6 For Services that include third parties or third party Intellectual Property, Client shall not modify or add to the Services in any manner without the prior written approval of TVC and the applicable third party.

3.7 Client shall comply with all Applicable Laws.

4. TVC'S OBLIGATIONS

4.1 TVC shall provide the Services to Client materially in accordance with the Agreement, save as otherwise agreed with Client.

4.2 TVC shall take reasonable care to provide the Services to a reasonable industry standard.

4.3 TVC warrants that, to the best of its knowledge, the Services, if used in accordance with this Agreement and in the manner and form intended, shall comply with all Applicable Laws.

4.4 TVC shall not be responsible for or liable to Client or anyone else for any content that was created by or provided by Client or on its behalf that is hosted and/or published on the DNA website and Client shall indemnify TVC against any losses, expenses and costs arising out of any claim that such content infringes any third party's rights (including, without limitation, Intellectual Property rights) or violates any law.

4.5 Except as explicitly set out in the Agreement, TVC is under no obligation to retain any content or media (including, without limitation, any footage) developed by TVC for Client.

5. FEES & INVOICING

5.1 All Fees are exclusive of sales tax, value added tax or any other taxes and duties which, if applicable, shall be charged to Client in addition to the Fees. In addition to the Fees, Client shall be responsible for the payment of any withholding taxes that may be payable. Expenses shall be charged separately to Client in accordance with the Agreement. All fees shall be invoiced in accordance with the Agreement and are due within net 30 days of the invoice date. Payments made after the due date may be subject to a late fee equal to the lesser of 1.5% per month or the maximum allowed by Applicable Law.

6. INTELLECTUAL PROPERTY

6.1 Nothing in this Agreement shall be deemed to vest in TVC any legal or beneficial right in any Intellectual Property owned or provided by Client to TVC ("**Client Materials**"), all of which shall at all times remain the property of Client.

Client hereby grants a non-exclusive, royalty-free licence in favour of TVC to use Client Materials as necessary solely to provide the Services.

6.2 Client represents and warrants to TVC that any Client Materials provided to TVC under this Agreement shall not constitute an infringement, misappropriation, violation or

unlawful use or disclosure of any Intellectual Property or other right of any third party.

6.3 As between Client and TVC, save for TVC Material (defined below), all Intellectual Property rights in and to the Services shall be owned by Client and, insofar as may be necessary, TVC agrees to assign to Client all present and future Intellectual Property rights which may subsist in the Services.

6.4 Nothing in this Agreement shall be deemed to vest in Client any legal or beneficial right in any Intellectual Property owned by TVC (or any of its Affiliates) prior to the Commencement Date or any third party Intellectual Property licensed by TVC and included in the Services, any material created by TVC not for the sole purpose of performing the Services, all of which shall at all times remain the property of TVC (or its licensors) (the "**TVC Material**"). For the avoidance of doubt, TVC's DNA website, and any development thereto whether or not in connection with this Agreement or the Services, shall be deemed to be TVC Material. TVC grants to Client a license to use TVC Material that are included in the Services, subject to the terms of this Agreement and any imposed by applicable licensors (as may be communicated by TVC to Client). Further, Client acknowledges and agrees that it shall not distribute the Services in any other channels not defined in the Distribution Channels (as applicable) without the prior written consent of TVC, and any third-parties appearing in or associated with the Services, for which additional fees may apply.

6.5 In respect of any DNA/DNA Inside or any other TVC iteration thereof (the "**DNA**") Services provided by TVC, the software that provides the DNA's functionality is proprietary software and Client shall not copy, reverse engineer, modify or otherwise deal with the software.

6.6 Client hereby grants TVC a non-exclusive, worldwide, royalty-free, revocable licence to use the Services (once published) for purposes of promoting and marketing TVC's services.

7. CONFIDENTIALITY

7.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of Affiliates of the other party except that each party may disclose the other party's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement; (b) that is or comes into the public domain (through no fault of the recipient), or (c) is developed independently by the recipient (without reliance on the information); or (d) as may be required by law, court order or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives or advisors to whom it discloses the other party's confidential information comply with this clause.

7.2 No party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

8. TERM & TERMINATION

8.1 This Agreement commences upon the earlier of the execution or when Services commence, and, unless terminated earlier in accordance with its terms, shall remain

in force until all obligations hereunder are completed by the respective parties.

8.2 Without affecting any other rights and remedies it may have, either party may terminate this Agreement forthwith if: (a) there is a material breach that has not been cured within 30 days after being given written notice; (b) the party is unable to pay its debts within the meaning of s123 Insolvency Act 1986 or any statutory modification or re-enactment thereof or equivalent provision in another jurisdiction; or (c) the party has any step, application, order, proceeding or appointment taken or made by or in respect of it for distress, execution, composition or arrangement with creditors, winding-up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts or ceases to carry on business as a going concern in any jurisdiction to which it is subject (including, without limitation, the one in which Client is incorporated); or (d) any step, action, application or proceeding is taken by or in respect of the whole or any part of the undertaking of that party which has an effect similar or equivalent to any of the events mentioned in (b) and (c) above.

9. CONSEQUENCES OF TERMINATION

On termination of this Agreement for any reason: (a) Client shall immediately pay to TVC all of TVC's outstanding unpaid invoices and interest (if applicable) for Services rendered in accordance with this Agreement and, in respect of the Services rendered in accordance with this Agreement but for which no invoice has been submitted, TVC may submit an invoice for such Services, that shall include any expenses incurred, and which shall be payable immediately on receipt; (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement limits or excludes TVC's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) breach of terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to the above, TVC shall not be liable to Client whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information; or
- (g) any indirect or consequential loss.

10.3 Other than as provided for herein, TVC's total liability to Client, whether in contract, tort (including negligence) for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited in respect of all claims (connected or

unconnected) in any consecutive 12 month period, to the equivalent of the total Fees paid by Client in that period.

10.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

10.5 For the avoidance of doubt, TVC cannot and does not guarantee the nature of any media coverage that may occur, including, without limitation, whether such media coverage will be accurate and not detrimental or prejudicial to Client's commercial interests, reputation, brand or public image. Neither TVC nor its Affiliates can accept any responsibility or liability in respect of any media coverage. Whilst reasonable efforts shall be made to achieve coverage on specific media targets, TVC cannot guarantee this with outright certainty.

11. VARIATIONS

No variation or other modification or addition to this Agreement shall be enforceable by either party unless it is in writing, signed on behalf of both parties and the intention to vary, modify or add to this Agreement is clearly expressed.

12. SEVERABILITY AND REMEDIES

12.1 If the whole or any part of this Agreement is held to be invalid, such invalidity shall not affect the validity of any other provision.

12.2 All remedies available to either party under this Agreement are cumulative and may be exercised concurrently or separately, and are in addition to any other remedies which may be available to either party at law.

13. NOTICES

13.1 All notices sent under this Agreement shall be in writing and sent to the address of the other party as set out in this Agreement, or such other address as may have been notified to the sending party subsequently.

13.2 Service shall be deemed to have been made in the case of a notice sent by first class post, three days following its date of posting.

13.3 Provided that, in the event of any dispute as to whether a notice has been received, it shall only be deemed to have been received and effective if: (a) in the case of delivery by hand, the sender has adequate evidence of the signature of the person who accepted the delivery; or (b) in the case of a notice sent by first class post, it has not been returned to the sender as undelivered within ten days of the dispute.

14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right shall preclude or restrict the further exercise of that or any other right or remedy.

15. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be taken to imply any partnership, agency or joint venture relationship between the parties and for the purposes of this Agreement, each party is acting solely as an independent contractor and has no power or authority to represent or bind the other party

16. ENTIRE AGREEMENT

This Agreement supersedes any prior written or oral agreements, commitments and obligations between the respective parties to this Agreement pertaining to the subject matter hereof, and any such prior agreement, commitment or obligation is hereby cancelled and of no further force and effect. This Agreement constitutes the entire understanding and agreement of the parties, and no representations, documents, promises or agreements, oral or otherwise, trade usage, or course of conduct between the parties not embodied herein shall be of any force or effect.

17. FORCE MAJEURE

Neither party shall be liable to the other for a failure to perform its obligations under this Agreement due to a Force Majeure Event. Notwithstanding anything herein to the contrary: (a) Client shall have no obligation to pay TVC any Fees for any period during which TVC's performance is suspended due to a Force Majeure Event; and (b) if TVC is unable to provide Services for a period of 30 consecutive days as a result of a continuing Force Majeure Event, Client may, at its sole option, cancel any portion of, or terminate, this Agreement.

18. THIRD PARTY RIGHTS

No person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

19. JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any proceedings relating to any claim or dispute arising under or in connection with this Agreement shall be brought in the courts of England and Wales and each party agrees that these courts shall have exclusive jurisdiction in respect of the claim or dispute in question.

20. GENERAL DATA PROTECTION REGULATION (GDPR)

20.1 The parties acknowledge that each shall be an independent Data Controller or a Data Processor in order to fulfil their obligations from time to time under the Agreement. Each of the parties warrant and undertake that they shall comply with the requirements of applicable data protection laws and regulations from time to time including the Data Protection Act 2018 of the United Kingdom, Regulation (EU) 2016/679 (the General Data Protection Regulation 2016 or "GDPR") and similar regulations in other jurisdictions and that the parties shall acquire all third party rights and consents necessary to fulfil its responsibilities under this Agreement (as applicable). Any references herein to Data Controller or Data Processor shall have the same meaning as is defined in the GDPR, and such references shall apply to each party as the specific circumstances require.

20.2 Further, should the Data Processor receive and/or process Personal Data (as defined below) as part of the services, the Data Controller acknowledges and agrees that such Personal Data of EU citizens may be accessed or sent outside of the European Economic Area in accordance with data processing and security standards.

20.3 The Data Processor acknowledges that any customer or other personal or personally identifiable information received by it from or collected or developed by it for or on behalf of Data Controller or any part of it ("Personal Data") shall constitute confidential and proprietary information of Data Controller and that its use and security is governed by law. Without prejudice to the generality of paragraphs 1 and 2 above, the Data Processor shall therefore treat the Personal Data accordingly and without limitation agrees and warrants that:

- (i) it shall keep Personal Data confidential and only process the Personal Data in accordance with and for the purposes set out in, instructions received from time to time from Data Controller persons acting on Data Controller's behalf or Data Controller's employees for the purpose of processing Personal Data under the Agreement;
- (ii) it has and shall at all times during the term of this agreement have, appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Data Processor further agrees and warrants that it shall have taken all reasonable steps to ensure: (i) the reliability of any of the Data Processor's staff who shall have access to Personal Data and (ii) that Personal Data shall only be available to such staff members who need to have access to it and have been trained to a suitable standard for compliance with Applicable Laws;
- (iii) it shall allow Data Controller or its representative access to any relevant premises owned or controlled by the Data Processor on reasonable notice to inspect its procedures, including as described at (ii) above;
- (iv) it shall consider all reasonable suggestions which Data Controller may put to the Data Processor to ensure that the level of protection the Data Processor provides for Personal Data is in accordance with these terms and the GDPR;
- (v) it shall ensure that the Data Processor and any third parties it uses in accordance with the Agreement have appropriate privacy notices, consents and mechanics to deal with data subject's rights and to process Personal Data in order to perform the services under the Agreement, in each case in accordance with the GDPR and all Applicable Laws;
- (vi) it shall deal promptly and properly with all enquiries from Data Controller relating to its processing or use of the Personal Data;
- (vii) it shall notify Data Controller forthwith if a legally binding request for disclosure of the Personal Data is made, or if the subject of any Personal Data ("Data Subject") makes a request for disclosure of the Personal Data or exercises any of a Data Subject's other rights under the GDPR in respect of his/her Personal Data; Data Processor shall not respond to any such Data Subject request without the prior written consent of Data Controller;
- (viii) it shall, in any of the circumstances in (vii) above co-operate and provide assistance and information as

reasonably requested by Data Controller to enable Data Controller to comply with all its obligations under the GDPR;

- (ix) if it sub-contracts to any third party any of its obligations to process Personal Data on behalf of Data Controller, it shall only do so after the Data Processor has confirmed who the subcontractor is and Data Controller has had the opportunity (whether or not it exercises that opportunity) to assess-subcontractors technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (x) on termination of the Agreement or at the earlier request of Data Controller, the Data Processor shall return all the Personal Data and copies thereof, whether or not in machine readable form, to Data Controller and/or destroy such Personal Data and certify Data Controller that it has done so, unless legislation imposed on the Data Processor prevents it from doing so. In that case, the Data Processor warrants that it: (i) shall maintain the confidentiality of the Personal Data and shall not process or use it any more except as instructed by Data Controller, and (ii) shall destroy the Personal Data within a reasonable time period after such legislation ceases to prevent such action