

General Terms and Conditions (“GTC”)

The Parties to the Order Form hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

‘Affiliate’ means, in respect of the Agency, any entity which, from time to time both: (i) directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common Control of, the Agency; and (ii) is trading as Agency (and “Agency Affiliate” shall be construed accordingly); and, in respect of Client, any entity, which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common control of, the Client (and “Client Affiliate” shall be construed accordingly);

‘Agency Materials’ means (a) materials belonging to the Agency which exist at the date of execution of an Order Form, and (b) materials developed by or on behalf of the Agency during the Term of an Order Form (whether in the course of the provision of the Services or not) which are not Deliverables. All copies, reproductions, improvements, modifications, adaptations, translations, feedback, and all other derivative works of, based on or otherwise using any Agency Materials are themselves also Agency Materials. Third party materials are not Agency Materials;

‘Agreement’ means together the Order Form and any Schedule appended thereto including, without limitation, these General Terms and Conditions (“GTC”) and any terms incorporated by reference therein, any Order Form and all Briefs and any Schedule or annexure to it, as applicable;

‘Anti-Corruption Laws’ means laws relating to bribery and corruption, including but not limited to the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2, the UK Bribery Act 2010 and any anti-bribery or anti-corruption laws of the jurisdiction in which the Services are being provided, as amended from time to time;

‘Anti-Tax Evasion Laws’ means laws relating to tax evasion, the facilitation of tax evasion, or failure to prevent the facilitation of tax evasion;

‘Applicable Law(s)’ means any applicable statute, rule, regulation, ordinance, order, directive, mandatory code, judgment, decree, injunction, writ, determination, award, permit, licence, authorisation, requirement or decision of or agreement with or by any legislative, administrative, judicial or other governmental authority, from time to time in the Territory and otherwise applicable to the Parties based on the jurisdictions in which they are incorporated (excluding any Codes of Practice, but including Data Protection Legislation and Anti-Corruption Laws);

‘Background Intellectual Property Rights’ or ‘Background IPR’ means all Intellectual Property Rights owned by the Agency or its Subcontractors prior to the date of the Order Form or developed separately from it which do not form part of the Deliverables;

‘Brief’ means the document(s) agreed from time to time by the Parties specifying the Services to be supplied by the Agency to the Client as signed by the Client and the Agency and as may be varied from time to time by written agreement between the Parties in accordance with this Agreement;

‘Charges’ means the fees and charges for the Services payable by the Client to the Agency as set out in the Order Form (as may be varied from time to time under the terms of this Agreement);

‘Client Content’ means any data, information, materials, or content (including text, images, logos, trademarks, and other media) in which

IPRs subsist provided by or on behalf of the Client for use in connection with the Services;

‘Commencement Date’ means the date specified in the Order Form;

‘Confidential Information’ means information that: (a) is marked or otherwise identified as “confidential” or (b) even if it is not marked or identified as “confidential,” a reasonable person would recognise as information that ought to be treated as confidential information, including Agency Materials and Client Content; and any other information relating to know-how, formulae and processes, technical or non-technical data, patterns, compilations, programs, methods, techniques, databases or business affairs of the applicable Party or one of its Affiliates; financial information, contractual information, client information, prices and costs, data related to regulatory submissions;

‘Control’ means, in respect of any entity: (i) the possession, directly or indirectly through one or more intermediaries, of the power to direct the management or policies of such entity, whether through ownership of voting securities, by contract relating to voting rights, or otherwise; or (ii) the ownership, directly or indirectly through one or more intermediaries, of more than fifty (50)% percent of the outstanding voting securities or other ownership interest of such entity (and ‘Controls’ and ‘Controlled’ shall be construed accordingly);

‘Data Controller’ means a person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

‘Data Processor’ means a person, company, or other body which processes personal data on the Data Controller’s behalf;

‘Data Protection Legislation’ means all laws and regulations including, without limitation, the GDPR and other laws and regulations of the European Union (“EU”), the European Economic Area (“EEA”) and their member states, Switzerland, and the United Kingdom, applicable to the processing of Personal Data under the Agreement;

‘Deliverables’ means any survey results, reports, summaries, comments, and/or analysis which are provided by the Agency to, and bespoke to, the Client;

‘Fair Usage Limit’ means the usage limit placed on subscriptions, to ensure the Client’s use of the Services aligns with the limit agreed between the Parties. The Agency may, at any time during the Term examine usage from time to time to ensure fair, reasonable and not excessive use of the Services and platform by the Client.

‘Force Majeure Event’ means an occurrence outside the reasonable control of the affected Party or its subcontractors and without the fault or negligence of the Party affected and which the Party is unable to prevent or provide against by the exercise of reasonable diligence including but not limited to acts of government, war, terrorism, rebellion, flood, fire, explosions, earthquakes, disease, epidemic, pandemic, cyber-attack (and any emergency measures and/or government-imposed restrictions or guidance imposed to manage any disease, epidemic and/or pandemic) or as it may be further considered under the Applicable Laws;

‘GDPR’ means EU General Data Protection Regulation 2016/679 and the terms: “Data Controller”, “Data Subject”, “Personal Data”, “Processing” and “Data Processor” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly;

'Initial Term' means the agreed minimum period for the provision of the Services as outlined in the applicable Order Form;

'Intellectual Property Rights' or 'IPR' means all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, utility models, rights in designs, trademarks, service marks, trade or brand names, domain names, rights in goodwill or to sue for passing off, and other similar or equivalent rights or forms of protection in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals and extensions of, such rights as may now or in the future exist anywhere in the world (and "Intellectual Property" shall be interpreted accordingly);

'Modern Slavery Laws' means all Applicable Laws relating to human trafficking, forced or compulsory labour, debt bondage, bonded labour, or any other form of modern slavery;

'Order Form' means a transaction document that outlines the commercial terms agreed between the Parties, including, but not limited to, pricing, usage limits, term of the Agreement and incorporating these General Terms and Conditions executed by the Parties;

'Permitted Purpose' means the use of the Services solely for Client's internal business purposes in accordance with this Agreement;

'Personal Data' means, but is not limited to, any information which is related to an identified or identifiable natural person or as further defined in the applicable Data Protection Legislation;

'Planning Information' means any information, except Web Content, contained in, or accessed via the Planning Services;

'Planning Licence' means a non-exclusive, non-transferable, non-sublicensable, non-assignable licence to use the Planning Service and the Planning Information subject to the limitations contained in this Agreement;

'Renewal Date' means the date on which the Agreement renews for a further twelve (12) months period;

'Renewal Period' means each successive period following the Renewal Date;

'Renewal Term' means all Renewal Periods following the Initial Term during which this Agreement continues in force in accordance with clause 3.2, subject to automatic renewal unless terminated in accordance with the terms of this Agreement;

'Services' means the services provided by the Agency, as fully described in an applicable Order Form;

'Service Description' means any documentation provided to the Client, which describes the features, functionality, and operation of the Services, as outlined on the designated page of the Agency's website.

'Schedule' means the individual schedule incorporated by reference in the Order Form outlining the additional provisions relevant to the corresponding Service(s) specified therein.

'SOW' and/or 'Statement of Work' means a document that provides a description of a given project's requirements, scope, timeline, milestones, targets and/or Deliverables.

'Subcontractor' means any third party (excluding any Agency Affiliates or third party agencies) to whom the Agency has delegated any function or obligation to provide the Services or Deliverables, or any part thereof, to Client; but also includes the individual and/or organisation who processes Personal Data on behalf of the Data Processor and according to the guidelines given by the Data Controller in compliance with the contractual obligation between the Data Controller and the Data Processor.

'Term' means the period for which the Services are provided as Initial Term, as outlined in the applicable Order Form or otherwise agreed, and includes any subsequent Renewal Periods;

'Third Party Material' means materials and information, in any form, including software, publications, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not owned by the Agency;

'User Data' means any data or information posted by the Client to be used in connection with the Media Contacts Database;

'User' physical person authorized by Client to access and use the Services;

'Variation Agreement' means any written agreement entered into between the Parties which amends and/or varies the terms of the Agreement; and

'Web Content' means publicly available third-party content which may be accessed through the Services via links to third party web sites on the internet.

1.2 In this Agreement, unless the context otherwise requires:

- a) words in the singular include the plural and vice versa and words in one gender include all other genders;
- b) a reference to: (i) any Party includes its successors in title and permitted assigns; and (ii) headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.3 In the event of any inconsistency or conflict between this General Terms and Conditions, any Schedule, any SOW, Brief and any Order Form, then such conflict shall be resolved by applying the following order of precedence:

- a) the Order Form, including its Annexes (provided that the relevant provision of the Order Form shall amend and/or supersede the General Terms and Conditions only to the extent necessary to comply with Applicable Laws or the relevant Schedule);
- b) the General Terms and Conditions;
- c) any applicable Schedule;
- d) any SOW; and
- e) any Brief.

For the purposes of these General Terms and Conditions:

- a) any reference to "Parties" shall be to the relevant parties to the relevant Order Form (and "Party" shall mean either of them individually);
- b) Any capitalized terms not defined in the present General Terms and Conditions shall have the meaning as set forth in the applicable contractual document.

2. OBLIGATIONS

2.1 Agency Obligations:

The Agency undertakes:

2.1.1 in consideration for payment of the Charges, to provide the Services, including access to and use of the Services, with all due care, skill and ability and in accordance with industry standards;

2.1.2 to ensure that all personnel involved in the provision of the Services are suitably skilled, qualified, and experienced; and

2.1.3 to comply with all Applicable Laws in the performance of its obligations under this Agreement.

2.2 Client Obligations:

The Client undertakes:

2.2.1 that where it provides Personal Data to the Agency, it has lawfully obtained such Personal Data and has, without limitation to the generality of the foregoing, obtained all necessary consents from the relevant data subjects or that it has another appropriate legal basis to be able to process such Personal Data in accordance with this Agreement;

2.2.2. to perform all obligations, reasonable activities and responsibilities necessary in order to enable Agency to perform its obligations under any Order Form;

2.2.3 to comply with all Applicable Law in connection with the use of the Services and the performance of its obligations;

2.2.4 except as expressly permitted by this Agreement, not to resell the Services to any third party (including Client Affiliates), nor enter into any similar relationship and/or arrangement with a third party to enable the purchase or use of the Services through the Client;

2.2.5 to notify the Agency promptly of any security incident or misuse related to the Services of which the Client becomes aware of; and

2.2.6 to ensure the confidentiality of login credentials associated with its use of the Services is adequately maintained at all times.

3. TERM

3.1 Subject to earlier termination under clause 10, this Agreement shall continue in force for the period specified in the Order Form.

3.2 The Agreement will automatically renew for successive Renewal Periods corresponding to the greater of the Initial Term or twelve (12) months, unless either Party provides written notice of non-renewal no less than sixty (60) days prior to the end of the Initial Term or any subsequent Renewal Term.

3.3 Early cancellation of the Services during a Term will result in the outstanding Charges for the unexpired period becoming immediately due and payable.

4. CHANGE OF TERMS AND SERVICE

4.1 The Agency reserves the right to alter the terms of this Agreement, where required in order to comply with Applicable Law and/or regulatory authorities by providing the Client with no less than thirty (30) days' prior written notice before such changes coming into effect. Except as set out in this clause, any changes to the terms of this Agreement, must be agreed in writing and signed by the Agency and Client.

4.2 The Agency may modify the Services, or the infrastructure used to provide the Services provided that such modification is generally applicable to all clients, and that such modification does not prevent the Agency from complying with the terms of this Agreement or adversely affect the features, functionality, or operation of the Services in any material respect.

4.3 If a change under clause 4.1 or 4.2 is materially detrimental to the Client, the Client may terminate the affected part(s) of this Agreement by giving written notice, within thirty (30) days of being notified about the change, such notice to be effective only if the Agency is unable to resolve the Client's concern to its reasonable satisfaction within thirty (30) days of receipt of termination notice.

5. SERVICES

5.1 Subject to any restrictions imposed by any applicable licensing agency from time to time, the Agency shall supply or otherwise make available any output from the Services in the format specified in the relevant Order Form.

5.2 The Service is based on reasonable coverage volume levels, specified in the Order Form. The Agency reserves the right to review and adjust the Charges if the distribution volume exceeds levels that the Agency, in its reasonable discretion, deems to be beyond acceptable limits. For the avoidance of

doubt, any volume levels which exceed any limits expressly agreed between the Parties shall automatically be deemed unreasonable. The Agency reserves the right to refuse any request to modify the Service where it considers such modification to exceed a reasonable level. Any changes to the Service requested by the Client may be subject to additional Charges and evidenced in an additional Order Form and/or Variation Agreement.

5.3 The Client agrees to use the Services in accordance with the Fair Usage Limit outlined in the terms of this Agreement and as set out in the Order Form, as applicable. The Agency may monitor usage periodically to ensure fair, reasonable, and proportionate use of the Services. If the Client's usage materially exceeds the Fair Usage Limit, the Agency reserves the right to, by the means of a notification to Client's attention:

(a) require the Client to purchase additional usage rights or Services at the applicable rate; and/or
(b) suspend or limit access to the Services until such usage is aligned with the Fair Usage Limit.

5.4 To assist the Agency in providing the Services, the Agency shall have the right to subcontract any part of the Services and Deliverables to appropriate third parties. Any manual services subcontracted to agencies or fieldworkers in relation to a Deliverable shall be subject to prior consultation with the Client. The Agency is only responsible for the quality of the Services provided by Subcontractors if those Subcontractors have been selected and paid for directly by the Agency. If the Client designates a specific Subcontractor, then the Agency shall not be responsible for the completeness or quality of the work of that Subcontractor.

6. CHARGES AND PAYMENT

6.1 The Agency shall invoice the Client for the Charges as set out on the Order Form.

6.2 All invoices shall become due from the invoice date and shall be subject to payment within thirty (30) days from the invoice date.

6.3 All Charges quoted are exclusive of VAT or any other applicable tax, which shall be charged at the applicable rate.

6.4 Without limiting any other right or remedy available to the Agency, if the Client fails to pay the Agency by the due date, the Agency may: (i) charge the Client interest on such sum from the due date for payment at the annual rate of 2% over the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after judgement, and/or (ii) suspend all Services, until full payment has been received.

6.5 All sums payable to the Agency under this Agreement shall become due immediately upon its termination, despite any other provision. This clause 6.5 is without prejudice to any right to claim for interest under the law, or any such right pursuant to this Agreement.

6.6 The Parties agree that every cost, expense, charge, fee, outgoing or contribution referred to in this Agreement as a fixed amount during the Initial Term shall remain fixed during such period, unless otherwise agreed in writing.

6.7 Except as otherwise specified in the applicable Order Form, upon renewal, the pricing for such Renewal Period shall remain unchanged, unless the Agency provides the Client with written notice of a price increase at least ninety (90) days prior to the expiration of the then-current subscription Term. Any such pricing increase shall take effect upon renewal and shall not exceed 10% of the pricing for the relevant Agency's Service during the immediately preceding Term.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Agency shall own all rights, title and interest in and to the methodologies including all underlying ideas, concepts, techniques and solutions resulting in Services provision.
- 7.2 All Intellectual Property Rights subsisting in materials owned by third parties (such as third-party data, articles, images, and software) shall remain the sole and exclusive property of such third parties, except as may be otherwise provided in an applicable agreement with such third party, and subject to their respective license terms. Specific copyright conditions may apply depending on Client's jurisdiction, as may be fully stated in the corresponding Schedule.
- 7.3 It is understood and agreed that Agency retains all rights, title, and interest in and to the Background Intellectual Property Rights. The Agency hereby grants to Client a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), revocable, fully paid, royalty-free license to use the Background Intellectual Property Rights to the extent they are included in, and as necessary to use and exploit internally, the Deliverable(s) and solely as incorporated in such Deliverable(s) and in accordance with the Permitted Purpose. Further, all materials and Intellectual Property Rights owned by third parties (such as third-party data, images and software) shall remain the sole and exclusive property of such third parties, except as may be otherwise provided in an applicable agreement with such third party, and subject to their respective license terms.
- 7.4 It is understood and agreed that the Client retains all rights, title, and interest in and to its own Intellectual Property Rights. Notwithstanding the foregoing, it is agreed that Agency shall be entitled, both during and after the termination or expiry of this Agreement, to use all Deliverables, Client IPR and other findings and records resulting from the Services for its own internal purposes, as part of its own databases. The foregoing right shall be subject to the Agency's ongoing compliance with the confidentiality provisions contained herein.
- 7.5 The Client acknowledges that the Services are for internal use only and agrees not to disclose the Deliverable publicly and/or use the Deliverable in any manner that is likely to harm the Agency's or its Affiliates. In particular, the Client agrees not to use the Deliverable in any manner that could or does exaggerate, distort, or misrepresent the findings of or data supplied by the Agency.
- 7.6 The Client agrees to notify the Agency in writing prior to the commencement of any work if it intends to make any advertising, public statement, marketing material or press releases that contain or reference in whole or in any part of the Deliverables or any part of the Services.
- 7.7 Any public statement, marketing material, press releases or the like that contain the whole or any part of the Deliverables shall only be (a) disclosed upon prior written consent of the Agency and (b) accompanied by an attribution or acknowledgement, to be agreed in writing between the Parties.
- 7.8 The Parties shall be entitled to list the other as its' service provider or Client in respective marketing and promotional materials, including website. At this sole purpose, each Party shall have the right to use and display the other's name, logo and trademarks.
- 7.9 Title to any Intellectual Property Rights which subsist in custom Deliverables shall pass to the Client on delivery, subject to the Clients' full compliance with the terms of this Agreement, as at the date of delivery, including without limitation its obligation to pay all the Charges.
- 7.10 The Client shall indemnify and agrees to keep indemnified the Agency on demand against all costs, claims, demands, expenses, and liabilities of whatsoever nature arising out of or in connection with any claim in respect of the Client's use, that infringes any Intellectual Property Rights of any third party only where the Client's use of the Services is in not in accordance with the Permitted Purpose.
- 8.1 THE AGENCY ACCEPTS NO RESPONSIBILITY FOR THE SCOPE OR EXTENT OF THIRD-PARTY MATERIALS. THE AGENCY DOES NOT GUARANTEE THAT IT REVIEWS ALL THIRD-PARTY MATERIAL THAT MAY BE RELEVANT TO THE CLIENT'S BRIEF AND/OR ORDER FORM. THE AGENCY RESERVES THE RIGHT TO VARY THE SCOPE OF ITS COPYRIGHT RELATIONSHIPS AND ACCESS TO THIRD PARTY MATERIAL FROM TIME TO TIME, WITHOUT PRIOR NOTICE TO THE CLIENT.
- 8.2 THE AGENCY DOES NOT ENDORSE, SUPPORT, REPRESENT OR GUARANTEE THE COMPLETENESS, TRUTHFULNESS, ACCURACY, OR RELIABILITY OF ANY CONTENT OR COMMUNICATIONS PROVIDED VIA THE SERVICES. THE CLIENT ACKNOWLEDGES THAT BY USING THE SERVICES, IT MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, HARMFUL, INACCURATE OR OTHERWISE INAPPROPRIATE, OR IN SOME CASES, POSTINGS THAT HAVE BEEN MISLABELLED OR ARE OTHERWISE DECEPTIVE. UNDER NO CIRCUMSTANCES WILL THE AGENCY BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT PROVIDED, POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICES OR BROADCAST ELSEWHERE.
- 8.3 THE CLIENT SHALL BE LIABLE TO THE AGENCY AND ITS AFFILIATES FOR ALL LOSSES, COSTS, LIABILITIES, DAMAGES, EXPENSES, CLAIMS AND PROCEEDINGS INCURRED AND/OR SUFFERED BY THE AGENCY ARISING OUT OF OR IN CONNECTION WITH, THE CLIENT'S UNAUTHORISED OR UNLAWFUL USE OF THE LICENSED MATERIALS.
- 8.4 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT EITHER PARTY'S LIABILITY FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED AT LAW.
- 8.5 EXCEPT AS PROVIDED ABOVE, NEITHER PARTY SHALL BE LIABLE FOR THE FOLLOWING TYPE OF LOSS OR DAMAGE HOWSOEVER CAUSED AND WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND EVEN IF FORESEEABLE: (I) ECONOMIC LOSS, INCLUDING BUT NOT LIMITED TO ADMINISTRATIVE AND OVERHEAD COSTS, LOSS OF PROFITS, BUSINESS, CONTRACTS, REVENUES, GOODWILL, PRODUCTION, DATA AND ANTICIPATED SAVINGS OF EVERY DESCRIPTION, OR (II) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS.
- 8.6 EXCEPT AS OTHERWISE PROVIDED ABOVE, AND ANY INDEMNITIES GIVEN AND CLAUSE 7.10, THE MAXIMUM LIABILITY OF EACH PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL CHARGES ACTUALLY PAID BY THE CLIENT FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- 8.7 THE SERVICES SUPPLIED BY THE AGENCY ARE AN AGGREGATION OF NEWS AND INFORMATION SOURCED FROM VARIOUS EXTERNAL THIRD PARTIES. THE AGENCY DOES NOT VERIFY THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION AND THE CLIENT SHOULD NOT ACT OR RELY UPON ANY INFORMATION PROVIDED WITHOUT UNDERTAKING ITS OWN EVALUATION OF THE RELIABILITY OF, AND/OR THE VIEWS EXPRESSED IN, THE CONTENT. ANY VIEW OR OPINION CONTAINED IN THE DELIVERABLES IS THAT OF THE AUTHOR OF THE THIRD-PARTY MATERIALS AND/OR SOURCE AND DOES NOT REPRESENT THE VIEW OR OPINION OF THE AGENCY.
- 8. LIMITATION OF LIABILITY**

- 8.8 SUBJECT ALWAYS TO THIS CLAUSE 8, THE CLIENT MUST SATISFY ITSELF BEFORE FURTHER DISSEMINATION OF THE SERVICES THAT IT HAS THE NECESSARY RIGHTS TO DO THE SAME AND THAT SUCH DISSEMINATION IS LAWFUL AND APPROPRIATE. THE AGENCY SHALL NOT BE LIABLE IN RESPECT OF ANY CLAIM THAT MAY BE BROUGHT BY ANY PERSON (INCLUDING ANY EMPLOYEE OF THE CLIENT) AND/OR PARTY ARISING OUT OF THE DISSEMINATION OF THE SERVICES.
- 8.9 ANY CIRCULATION, READERSHIP OR RELATED FIGURES FORMING PART OF THE SERVICES WILL BE CIRCULATED FROM WHAT IS REGARDED BY THE AGENCY AS A RELIABLE SOURCE. THE CLIENT ACKNOWLEDGES THAT SUCH SOURCES MAY VARY FROM TIME TO TIME AND THAT SOURCES MAY DIFFER IN THE CIRCULATION OR READERSHIP.
- 8.10 THE AGENCY DOES NOT ENDORSE ANY WEB CONTENT AND MAY PROVIDE LINKS TO THIRD PARTY WEB SITES AS PART OF THE SERVICES TO THE CLIENT ONLY AS A MATTER OF CLIENT'S CONVENIENCE, AND IN NO EVENT SHALL THE AGENCY MONITOR OR BE RESPONSIBLE FOR ANY CONTENT, PRODUCTS, REPRESENTATIONS OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH WEB SITES.
- 8.11 THE AGENCY SHALL NOT BE LIABLE FOR ANY DELAY, FAILURE, OR INABILITY TO PERFORM ANY PART OF THE SERVICES TO THE EXTENT SUCH DELAY OR FAILURE ARISES FROM THE CLIENT'S FAILURE TO PROVIDE TIMELY, ACCURATE, OR COMPLETE INFORMATION, MATERIALS, INSTRUCTIONS, APPROVALS, OR OTHER NECESSARY INPUT REQUIRED FOR THE DELIVERY OF THE SERVICES. THE CLIENT ACKNOWLEDGES THAT ITS COOPERATION IS ESSENTIAL TO THE SUCCESSFUL PROVISION OF THE SERVICES, AND THE AGENCY SHALL BEAR NO RESPONSIBILITY FOR ANY RESULTING LOSS, DELAY, OR NON-PERFORMANCE CAUSED BY THE CLIENT'S OMISSION OR FAILURE TO COOPERATE AS REASONABLY REQUIRED UNDER THIS AGREEMENT.

9. WARRANTIES

- 9.1 Each Party warrants that it has the authority to enter into this Agreement and undertakes to comply with Applicable Laws in its performance of its obligations and exercise of its rights hereunder. Where compliance with any Applicable Laws is advisable but not mandatory, each Party shall, as a minimum, comply with standard industry practice standards in relation to compliance with the relevant Applicable Laws.
- 9.2 The Agency hereby:
- warrants the Background Intellectual Property do not infringe third party IPRs;
 - warrants that the Agency IPRs provided to the Client, when used in accordance with the terms of this Agreement, will not infringe the IPRs of any third party, excluding any patent rights;
 - warrants that Services will conform in all material respects with any documentation provided by the Agency outlining the features and functionality of the Service; and
 - undertakes to obtain all necessary consents to supply or otherwise make available the Agency IPRs to Client for the purposes of this Agreement.
- 9.3 The foregoing warranties shall be conditional upon the Clients compliance with any minimum requirements stipulated or recommended by the Agency.
- 9.4 The Client hereby:
- warrants that the use of Client IPRs by the Agency, as provided by Client and used in accordance with this Agreement, will not infringe any rights (including IPRs) of

- any third party; and
- warrants that all Client Content or advertising, promotional and marketing activities conducted by the Client, shall not be deceptive, misleading, obscene, defamatory, or otherwise in breach of any Applicable Law.

9.5 Without prejudice to clause 4, the Agency may at any time, and without notification to the Client, make changes to the Services (including the temporary suspension of the Services) where such changes are required to comply with any applicable statutory requirements or with the requirements of any licensing authority.

9.6 ALL OTHER WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. THE AGENCY MAKES NO WARRANTY THAT THE SERVICES WILL BE FREE FROM GRAMMATICAL OR SPELLING ERRORS.

10. TERMINATION

10.1 Either Party may (without limiting any other right or remedy they may have) terminate the supply of Services (either in whole or in respect of a specific Brief or Order Form) with immediate effect by giving written notice to the other Party, if the other Party:

- commits any material breach of this Agreement and (if such breach is capable of remedy) fails to remedy it within thirty (30) days after being required by written notice to do so; or
- has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or cease or threaten to cease to carry on business or (in the case of an individual or firm) goes bankrupt, or suffers any events or circumstances analogous to the foregoing in any applicable jurisdiction.

10.2 The Agency may (without limiting any other right or remedy it may have) terminate the supply of Services (either in whole or in respect of a relevant Brief or Order Form) with immediate effect by written notice to the Client if the Agency reasonably believes that the Client is not appropriately and fully licensed by the appropriate copyright body/owner.

10.3 On termination of the Agreement, for any reason other than as set out in clause 10.1, and 4.1, including but not limited to material breach of the Agency, no refund in respect of the unexpired portion for the Term of the Agreement shall be payable or refund to the Client. Where the Client terminates this Agreement other than in accordance with clause 10.1 or 4.1 (i.e. for convenience), any Charges for the unexpired period of the Term, that have not been paid in advance, will become due and payable immediately.

10.4 On termination of this Agreement the Agency shall have no obligation to maintain any User Data stored in the Client's account or to forward any User Data to the Client or any third party. Upon termination, the Client shall permanently delete and erase all data from all of the Client's computer systems, storage media and databases, and will retain no further copies thereof. Regardless of expiry or termination of any Order Form, any provisions which expressly or by implication have effect after termination shall continue in full force and effect.

10.5 Upon termination or expiry of any Order Form, unless prevented from doing so by Applicable Law, each Party shall,

upon written request of the other Party and to the extent reasonably practicable, return or securely destroy all Confidential Information disclosed or received from the other Party in connection with that Order Form.

11. CHANGE, DELAY or CANCELLATION

- 11.1 If the Client requests changes to the Services under any Order Form, the Agency reserves the right to revise the applicable Charges and timelines accordingly to reflect the impact of such changes.
- 11.2 If the Services are shortened, delayed, cancelled or terminated for any reason, the final invoice will include, the balance of the Charges for providing the Services performed up to the date of termination plus any reasonable costs and expenses incurred or committed by the Agency prior to the change in Services, and/or any set-up costs not yet recovered, and/or recovery of any discounts which were conditional upon the original agreed scope (if applicable).

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1 The Client and the Agency shall use all reasonable endeavours to keep confidential any information received or obtained from the other Party or as a result of this Agreement about a Party's business, statistics, finances (including fees and Charges), personal matters and/or any other information of a confidential nature. Neither Party shall disclose such Confidential Information to any third party, and each Party shall only disclose it to those of its employees and advisors, and those of its Affiliates who have a strict need to know such information for the purpose of fulfilling this Agreement. Each Party shall treat such Confidential Information with the same degree of care and apply no lesser security measures than it affords to protect its own Confidential Information. This obligation survives termination of the Agreement for any reason.
- 12.2 The provisions of this clause 12 shall not apply to any information which: (i) is public knowledge and/or in the public domain at the time it is provided or which subsequently becomes public knowledge through no fault of the receiving Party; (ii) is required to be disclosed by any Applicable Law, by any applicable government body or a court or which is provided to the relevant Party's professional advisers; (iii) the information was previously lawfully disclosed without any obligation of confidentiality; or (iv) the disclosing Party has given consent in writing for such Confidential Information to be disseminated.
- 12.3 The Agency may need to collect and process certain Personal Data as necessary in order to provide the Client with the Services. The Agency may share Personal Data within its group of companies for information or administrative purposes and in order to provide the Client with the Services and may also disclose such information to the applicable copyright body owner in accordance with this clause 12. The Client hereby acknowledges and agrees to such use and transfer as detailed in this clause.
- 12.4 The obligations in this clause 12 shall survive for a period of six (6) years from the date of expiry or termination of this Agreement, except in the case of trade secret information, in which case such obligations shall survive in perpetuity.

Data Protection

- 12.5 Both Parties shall comply with their respective obligations under Data Protection Legislation in connection with the performance of their obligations under this Agreement.
- 12.6 In the event that the Services and/or Deliverables involve the supply to the other Party of Personal Data for the purpose of controlling or processing, the disclosing Party shall ensure it has obtained the necessary prior consents from the relevant individuals or ensure that it has the lawful basis under the Data Protection Legislation or other relevant local Data Protection

Legislation to provide such data.

12.7 In connection, with any Personal Data supplied by the Client to the Agency, the Agency shall:

- a) process such data only for the purposes of providing the Services;
- b) take such technical and organisational security measures to ensure personal data is protected against unauthorised and/or unlawful processing, and against accidental loss, destruction, or damage;
- c) answer the Client's reasonable enquires in relation to Data Protection, within a reasonable period, to enable the Client to monitor the Agency's compliance with this clause;
- d) at the written direction of the Client, delete or return Personal Data and all copies thereof Client (unless required by law to store such Personal Data);
- e) ensure that any sub-processor adheres to the data protection obligations set out in this Agreement and will enter into a written agreement with the sub-processor incorporating terms which are substantially similar to those set out in this Agreement and conform with applicable Data Protection Legislation. Additionally, the Client shall be given the right to object to new sub-processors on reasonable grounds;
- f) allow the Client to appoint a recognised and independent third-party auditor to conduct a reasonable audit of the Agency solely to verify compliance with its obligations under this clause 12, providing no less than thirty (30) days' prior, written notice. Such audit shall be conducted during normal business hours, in a manner that minimises disruption to the Agency's operations, subject to confidentiality obligations and limited in frequency to no more than once (1) per any calendar year, unless otherwise required by Applicable Law;
- g) subject to compliance with applicable Data Protection Legislation, transfer Personal Data to Affiliates and/or Subcontractors located in third countries, as necessary to provide the Services.
- h) notwithstanding the foregoing, shall remain liable for and on behalf all acts of its Affiliates and Subcontractors.

12.8 The Client shall reasonably cooperate with the Agency in fulfilling its obligations under applicable Data Protection Legislation (including, where applicable, article 28(3)(h) of the GDPR) in relation to Personal Data provided by the Agency to the Client. The Client accepts that certain sensitive information in relation to IT and security will be redacted before being audited and may only be audited on-site at the Agency's premises.

13. AUDIT

- 13.1 The Agency shall keep and maintain at its principal place of business, true and accurate written books and records in connection with the Agency's obligations under this Agreement (including but not limited to timesheets, claims records, management information, invoices, expenses, costs, credit notes and records of any other financial transactions in relation to performance of the Agency's obligations and Charges, together with evidence of its compliance with applicable legislation and the terms of this Agreement) (collectively, "Records"), in accordance with generally accepted accounting and document retention principles during the Term of this Agreement and for a period of two (2) years thereafter.
- 13.2 The Agency shall permit the Clients' authorised representative to inspect the Records upon thirty (30) days' prior written notice, solely for the purposes of assessing the Agency's compliance with this Agreement.
- 13.3 The Client is permitted an audit no more than once (1) per calendar year at its own expense, although it shall retain the right (in its sole discretion) to carry out an audit, providing reasonable prior, written notice, if it wishes to verify any reasonable suspicion of material irregularities an/or

non-conformities arising in connection with the Services or this Agreement. Such audit shall be conducted during normal business hours, in a manner that minimises disruption to the Agency's operations, subject to confidentiality obligations.

14. ENTIRE AGREEMENT AND VARIATION

- 14.1 This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreements, understandings, or arrangements whether oral or written between the Parties in respect of the subject matter of this Agreement.
- 14.2 The Client acknowledges that it has not relied upon, nor shall the Agency be liable for any representations, terms, conditions or warranties made by the Agency which are not expressly contained in this Agreement (save that this provision shall not apply to any fraudulent misrepresentation).
- 14.3 Unless otherwise expressly provided herein, no variation to this Agreement shall be effective unless it is agreed in writing signed by a duly authorised representative of each Party.
- 14.4 Other than where the applicable copyright body/owner have the ability to enforce their contractual rights, restrictions and terms relating to copyright, no term of this Agreement is enforceable pursuant to the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 14.5 Any notice required or permitted to be given by either Party to the other under this Agreement shall be in writing addressed to the other Party at its registered office or any other address as may have been notified for that purpose. A notice shall be deemed to have been served:
 - a) at the time of delivery if delivered personally;
 - b) forty-eight (48) hours after posting in the case of an address in the United Kingdom and ninety-six (96) hours after posting for any other address; and
 - c) in the case of electronic mail, on the date the electronic mail was sent (as recorded on the device from which the electronic mail was sent) unless the Party providing notice receives a message or notification that the electronic mail was not delivered or failed delivery notification.
- 14.6 The Client may not assign novate or sub-contract any of its rights or obligations under this Agreement without prior, written consent of the Agency, other than to an Affiliate subject to prior, written notice and objective verification of the transferee's capacity to comply with the terms of this Agreement.
- 14.7 The Agency may assign novate or sub-contract its rights and/or obligations under this Agreement, subject only to prior written notice to the Client, to an Affiliate in connection with an intra-group reorganisation or otherwise in connection with a merger, acquisition and/or a joint venture. The Agency shall also be entitled to assign any receivables due from the Client in the event of late or non-payment.
- 14.8 Nothing in this Agreement shall prevent the Agency from performing like or similar services to any other business or client.
- 14.9 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all counterparts together will constitute one and the same instrument.
- 14.10 The Client will not during the Term, and for a period of twelve (12) months after expiry or termination of the Agreement (except with the Agency's prior written consent) directly or indirectly solicit or entice away (or attempt to solicit or entice away) any employee of the Agency.

14.11 This Agreement imposes no obligation on either Party to conduct business exclusively with the other Party, nor enter into similar Agreements or provide similar services to or with other persons.

15. FORCE MAJEURE

- 15.1 Neither the Agency nor the Client shall be in breach of this Agreement or any related Order Form, nor liable for any delay in performing, or failure to perform, any of its obligations under the same (except for Client's obligations to pay undisputed amounts due including payment of Charges and expenses), to the extent that such delay or failure results from a Force Majeure Event.
- 15.2 In such circumstances, the affected Party shall notify the other party in writing as soon as reasonably practicable and shall be entitled to a reasonable extension of time for performing such obligations, under this Agreement. If the delay or non-performance resulting from a Force Majeure Event continues for a period of three (3) consecutive months, the Party not affected may terminate the relevant Order Form by giving not less than fourteen (14) days' written notice to the affected Party.
- 15.3 If the Services are shortened, delayed, cancelled or terminated early by the Client or as a result of a Force Majeure Event, the final invoice will include the balance of the Charges for the Services performed up to the date of termination plus any reasonable costs and expenses incurred or committed by the Agency prior to the change in Services, and/or any documented set-up costs not yet recovered, and/or recovery of any discounts which were conditional upon the original agreed scope (if applicable).

16. ANTI-CORRUPTION LAWS

- 16.1 Each Party shall:
 - a) comply with and shall ensure that its personnel comply with, all Anti-Corruption Laws;
 - b) not and ensure personnel, do not or omit to do anything which would constitute an offence under Anti-Corruption Laws; or that will place the other Party in breach of any Anti-Corruption Laws;
 - c) put in place and maintain policies and procedures to ensure compliance with this clause 16 and enforce them where appropriate; and
 - d) disclose such policies and procedures to the other Party, on reasonable written notice and allow such policies to be audited to ensure compliance.
- 16.2 Each Party warrants, represents and undertakes that it has never been convicted of, nor entered into any settlement with an enforcement agency for, an offence related to Anti-Corruption Laws.

17. MODERN SLAVERY

- 17.1 The Parties warrant, represent and undertake that neither it nor its personnel have:
 - a) committed an offence under any Modern Slavery Laws ("**Modern Slavery Offence**");
 - b) been notified that it is subject to an investigation relating to an alleged Modern Slavery Offence or prosecution relating to any Modern Slavery Laws; or

- c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged Modern Slavery Offence or, prosecution under any Modern Slavery Laws.

17.2 Each Party shall comply with all applicable Modern Slavery Laws and shall notify the other Party in writing if it becomes aware or has reason to believe that it has breached or potentially breached this clause 17.

18. VALIDITY

- 18.1 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful, or unenforceable in any jurisdiction, such provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement, nor shall it affect the validity, lawfulness, or enforceability of that provision in any other jurisdiction.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement shall be governed by and construed in accordance with English Law and each of the Parties irrevocably agrees to submit to the exclusive jurisdiction of the English Courts.

Data Processing Particulars

| Description | Details |
|---|--|
| (1) Controllers / Data Exporter | Client |
| (2) Processor / Data Importer | Agency |
| (3) Subject matter | Agency processes personal data on behalf of the Controller in connection with the execution of the Agreement. |
| (4) Duration of Processing | The duration of the processing will be the Term of this Agreement or longer, if necessary to correlate with the provisions of this Agreement regarding data retention and/or compliance with law. |
| (5) Purpose and nature of Processing | <p>Purpose:</p> <ul style="list-style-type: none"> - The purpose of processing data, is to provide the Services outlined in the Order Form, including support, maintenance, and ancillary functions. <p>Nature:</p> <ul style="list-style-type: none"> - End user contact information and login credentials are administered and authenticated in order to provide and manage end use access to the web application/online platform of the relevant Agency's group entity. - Journalist and media contact information are reviewed when proposed by the Client end user via the relevant online platform for rejection or acceptance. - Any personal data which Client end users choose in their discretion to enter in the relevant application as part of workflow content is processed on behalf of the Client following the instructions given through the relevant service agreement or via configuration of the services via the relevant configuration tools. - Data importers may also process any of the above categories of personal data as necessary when conducting support, maintenance and/or engineering and platform development work. |
| (6) Processing activities | Viewing, receiving, accessing, storing, recording, modifying, correcting, enriching, deleting, in order to provide the Services to Client. |
| (7) Types of Data subjects | <ul style="list-style-type: none"> - Customer end users accessing web applications of any Onclusive group entities; - Employees, contractors, and other data subjects to whom any workflow data uploaded on to any relevant Agency group entity platform relates; and - Journalists and media contacts; temporarily until acceptance by the data exporter, upon which the latter becomes controller. |

| Description | Details |
|--|--|
| (8) Types of Client Personal Data | <ul style="list-style-type: none">- Contact information (i.e. name, email address and login credentials) and IP addresses of customer end users accessing web applications of any Onclusive group entities;- Contact information of journalists and media contacts in respect of which the data importer acts temporarily as processor;- Any personal data included in workflow content which customer end users choose to upload on to a relevant Agency group entity platform in its sole discretion.- No sensitive data is processed via Agency group web applications subject to any workflow content which end users choose to enter in the sole discretion. |