

Client T&Cs

CLIENT TERMS & CONDITIONS

Background

(a) The Fifth is a full-service influencer and talent marketing agency.

(b) The Client wishes to engage The Fifth in connection with a Campaign to be run on specified Platforms, subject to the terms of this Agreement.

The parties agree as follows:

1. Definitions

The definitions are set out in the Schedule.

2. Term

This Agreement commences on the Start Date and, subject to earlier termination in accordance with its terms, will continue until the end of the Campaign Exclusivity Period (**Term**).

3. Engagement

3.1 The Client hereby appoints The Fifth to provide the Services (including engaging Talent to provide Services) in connection with the Campaign(s). Unless agreed otherwise in the Client Booking Form, such appointment shall be on an exclusive basis during the Term.

3.2 Where The Fifth or its Group also commits to providing any advertising services in the Publications to the Client, such advertising services shall be subject to News UK's standard advertising terms and conditions, which are currently available at the following address: <https://www.newsukadops.com/terms-conditions> as may be updated from time to time.

4. Talent Identification

4.1 The Fifth will search for and identify Prospective Talent for the Campaign(s) based on information and requirements provided by the Client, including in the 'Campaign Description' section of the Client Booking Form.

4.2 The Fifth will use reasonable endeavours to enter into a Talent Agreement or other arrangement with the Prospective Talent in order for the Prospective Talent to assist with the provision of Services for the Campaign(s).

5. Content Creation

5.1 Following the appointment of the Talent, The Fifth and the Talent will develop the Content in accordance with the Client's reasonable

instructions and requirements as set out in the Client Booking Form.

5.2 The Fifth will deliver such draft Content as may be prepared by The Fifth or the Talent to Client (or any Agency on the Client's behalf), for Client's approval, in accordance with the Content Approval Process.

5.3 The Client shall promptly inform The Fifth if the Client considers that any Content submitted to the Client for approval is false, misleading or in any way contrary to applicable law or Advertising Standards.

5.4 The Client shall ensure that all requested changes to draft Content are communicated to The Fifth in accordance with the Content Approval Process and acknowledges that if changes to any draft Content are requested outside of the timeframes set out in the Content Approval Process it may have an impact on The Fifth's or the Talent's ability to post the relevant Content or may impact the date or timing of such posting. The Fifth and/or the Talent shall not be liable for any missed timelines and/or errors in Content which results from the Client failing to notify the Fifth about changes or issues with the Content in accordance with the terms of this Agreement.

5.5 The Client's (or the Agency's) written approval of any draft Content shall be The Fifth's and the Talent's authority to proceed with the use of the relevant Content which, following such approval, shall be "**Approved Content**".

6. Client Materials

6.1 Where the Client provides Client Materials (in each case as may be set out in the Client Booking Form), the Client shall deliver these to The Fifth in accordance with the timescales reasonably specified by The Fifth from time to time.

6.2 Client Materials shall be subject to The Fifth's approval (to be given or withheld at The Fifth's sole discretion) prior to their use or distribution as part of the Campaign, including:

(a) Client Products for the Talent to feature in any Content;

(b) final version of any Client Materials and any Client IP to be incorporated into any Content; and

- (c) any press release, promotional announcement or other public announcement of any kind referring to the Talent's engagement with the Campaign, the existence of this Agreement or the Client's relationship with The Fifth and/or the Talent.
- 6.3 In the event that The Fifth withholds approval for any Client Materials for use in connection with this Agreement, The Fifth will notify the Client of the reasons for this and the Client agrees to correct any errors and comply with any modifications reasonably required by The Fifth at its own cost. The Client shall then promptly re-submit the relevant Client Materials for approval by The Fifth.
- 6.4 The Client acknowledges that the Talent will not be obliged to use any Client Products or post any Content featuring any other Client Materials or Client IP on any Platform until The Fifth's approval has been obtained in accordance with this clause 6.
- 6.5 Approval by The Fifth under this clause 6 will not constitute a waiver of The Fifth's rights or the Client's duties under this Agreement, including the Client's obligation to ensure that all Client Materials comply with applicable law or the provisions of clause 12.
- 6.6 Except where otherwise agreed between the parties in writing, the Client shall pay for (or shall procure that the Agency shall pay for) and deliver the Client Materials to The Fifth (or directly to the Talent if so directed by The Fifth) at no cost to The Fifth or the Talent.
- 6.7 On or before delivery of any Client Products, the Client shall inform The Fifth whether they are intended to be gifted to The Talent or should be returned to the Client following use by the Talent. In all cases where Client Products are sent to the Talent directly, the Client shall also notify the Talent whether the Client Products are intended to be gifted to the Talent or should be returned by the Talent to the Client following use by the Talent. The Fifth shall not be liable for any failure by the Client to so notify The Fifth and/or the Talent.
- 7. The Fifth's obligations**
- 7.1 Subject to clauses 4, 5 and 6, and the Client complying with its obligations under this Agreement, The Fifth will use reasonable endeavours to:
- (a) engage the Talent to participate in the Campaign and provide Services;
 - (b) develop the Content together with the Talent;
 - (c) procure for the Talent to publish the Content on the Platform(s) in accordance with the Timelines during the Campaign Period;
 - (d) procure for the Talent to perform the Services in accordance with any requirements set out in the Client Booking Form;
 - (e) perform its obligations under this Agreement in accordance with Good Industry Practice; and
 - (f) co-operate with the Client and the Talent in all matters relating to the Campaign.
- 7.2 The Fifth shall, and shall use reasonable endeavours to procure that the Talent shall, keep Client Materials that are in its possession reasonably safe and secure.
- 8. Client obligations**
- 8.1 Without prejudice to its other obligations under this Agreement, the Client shall give The Fifth full and clear instructions as to its requirements for the Services and Content including by providing The Fifth with:
- (a) clear briefings for the Campaign, which shall include any applicable background information to the Campaign and any tones, themes and key messaging that the Client wishes to be incorporated into the Content;
 - (b) any applicable instructions or directions for use of the Client Products by the Talent; and
 - (c) any other information or data referenced in the Client Booking Form or otherwise reasonably required by The Fifth and/or the Talent from time to time.
- 8.2 The Client agrees that it shall:
- (a) comply with any obligations and restrictions set out in the Client Booking Form;
 - (b) perform its obligations under this Agreement in accordance with Good Industry Practice; and
 - (c) co-operate with The Fifth and the Talent in all matters relating to the Campaign.
- 8.3 During the Term, the Client agrees that neither it nor any Agency or other supplier acting on behalf of the Client shall communicate directly with the Talent without the prior written approval of The Fifth. The Client shall take

reasonable measures to ensure that its personnel (and those acting on its behalf) comply with the requirements of this clause 8.3.

- 8.4 The Client will ensure that the Agency and any of its other suppliers act in willing co-operation with The Fifth and the Talent.
- 8.5 The Client will use its reasonable endeavours to ensure that none of its directors, officers or employees, makes any statement that is knowingly defamatory, disparaging or derogatory of The Fifth, any member of The Fifth's Group, any Talent or any publications of The Fifth and any member of The Fifth's Group.

9. Non-Solicitation of Talent

- 9.1 During the Term and for a further period of twelve (12) months after the termination or expiry of this Agreement, the Client and its Group shall not, and shall procure that the Agency or any other supplier acting on behalf of the Client or its Group shall not, directly or indirectly engage (or attempt to engage) for the provision of services or employment:

- (a) the Talent;
- (b) any Prospective Talent; or
- (c) any other talent, influencer or personality which is managed by The Fifth from time to time;

in each case, except with the prior written consent of The Fifth (not to be unreasonably withheld or delayed).

10. Client Agency

- 10.1 The parties agree that an Agency may sign and/or submit a Client Booking Form incorporating these Terms & Conditions on behalf of the Client. The Client shall be ultimately responsible for all matters connected with this Agreement (including without limitation a failure by the Agency to make payment of Fees). Where a Client Booking Form has been submitted through an Agency, The Fifth may deal with the Agency in all respects in connection with this Agreement as though it were dealing with the Client, including that:

- (a) any obligation of The Fifth to give the Client notice or to provide any other thing to the Client will be duly discharged by The Fifth giving or providing such notice or other thing to the Agency; and
- (b) The Fifth may rely on or give any communication from or to the Agency as

though it were a communication from or to the Client.

- 10.2 In signing and/or submitting a Client Booking Form, the Agency (on its own behalf) warrants and represents that it is authorised to act as agent on behalf of the Client in all respects in connection with this Agreement and indemnifies and will keep fully indemnified The Fifth for any losses (including any failure by the Client to pay sums due under the Agreement) incurred by The Fifth as a result of the Agency not having such authority.

11. Payment

- 11.1 In consideration of the provision of the Services, the Client shall pay (or shall procure that the Agency shall pay) the Fees together with any agreed expenses to The Fifth in accordance with the Payment Profile.

- 11.2 All Fees and expenses are exclusive of VAT which shall be payable in addition to the Fees and expenses at the rate required by law. Where no payment terms are specified in the Payment Profile, invoices shall be payable within 30 days of the date of invoice.

- 11.3 Without prejudice to clause 10.1, if an Agency has signed the Client Booking Form on behalf of the Client, the Agency shall remain liable for payment of the Fees and any expenses to The Fifth as principal to this Agreement, and shall pay to The Fifth all Fees without deduction in accordance with this Agreement.

- 11.4 The Fifth may charge interest on any outstanding amounts from the due date for each payment until payment is received at a rate equal to 3% per cent per annum above the base rate of Barclays Bank plc as current from time to time whether before or after judgment.

- 11.5 If a payment due from the Client (or the Agency on its behalf) under this clause is subject to tax (whether by way of direct assessment or withholding at its source), The Fifth shall be entitled to receive from the Client (or the Agency on its behalf) such amounts as shall ensure that the net receipt, after tax, to The Fifth in respect of the payment is the same as it would have been were the payment not subject to tax.

- 11.6 The Fifth may at any time set off any liability of the Client (or the Agency on its behalf) to The Fifth against any liability of The Fifth to the Client (or the Agency on its behalf), whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any

exercise by The Fifth of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

12. Intellectual Property Rights

12.1 Ownership of all Intellectual Property Rights in any Client IP shall remain vested in the Client or its licensors. The Client grants The Fifth, each member of the Fifth's Group and the Talent:

- (a) a non-exclusive, worldwide, irrevocable, royalty-free licence to use, and reproduce on the Platforms for the purposes of the Campaign, the Client Materials, and any other Client IP provided by the Client to The Fifth, any member of the Fifth's Group and/or the Talent in connection with this Agreement; and
- (b) a perpetual world-wide irrevocable royalty-free licence to publish and republish any of the Client IP and Client Materials as incorporated into the Content in any and all media, and in any and all of The Fifth's (or any member of the Fifth's Group's) publications, including in archives, and for entering any industry competitions, awards or for PR or marketing purposes.

12.2 All copyright and other Intellectual Property Rights incorporated in the Content or otherwise generated by virtue of the Campaign and which are created by The Fifth, any member of The Fifth Group, the Talent or The Fifth's licensors pursuant to this Agreement (excluding the Client Materials and Client IP) shall remain the sole property of The Fifth, any member of The Fifth Group, the Talent or The Fifth's licensors (as the case may be).

12.3 Subject to The Fifth receiving payment of all Fees attributable to the Content, The Fifth grants to the Client a non-exclusive licence to use the Content in the Territory, for the purposes and in the media and period of time set out in the Client Booking Form.

12.4 If the Client wishes to use the Content:

- (a) outside of the Territory;
- (b) after the period of time set out in the Client Booking Form; and/or
- (c) outside of the purposes and/or media set out in the Client Booking Form;

then the Client shall notify The Fifth in writing of any intended use of Content and will pay The Fifth a fee to be agreed by the parties in respect of such use.

12.5 The Client undertakes not to use the Content or any Intellectual Property Rights which are owned by The Fifth, any member of The Fifth Group, the Talent or The Fifth's licensors in connection with the Campaign or for any other purpose other than for the purposes and in the media set out in the Client Booking Form or as otherwise approved by The Fifth in writing in advance.

12.6 The Client agrees that it shall not do, cause or authorise to be done, anything which in The Fifth's reasonable opinion will or may in any way impair, damage or be detrimental or otherwise adversely affect the reputation or goodwill associated with the Talent, The Fifth or any member of The Fifth's Group, or the Intellectual Property Rights vested in the Talent, The Fifth or any member of The Fifth's Group. The Client also agrees not to use any Intellectual Property Rights owned by the Talent, The Fifth or any member of The Fifth's Group in any manner likely to cause harm to the validity of those Intellectual Property Rights concerned, nor shall the Client challenge the Talent, The Fifth or any member of The Fifth's Group's Intellectual Property Rights or seek to acquire any rights in the same.

13. Warranties

13.1 Each party warrants and represents to the other that it has full power and authority to enter into and perform its obligations under this Agreement.

13.2 The Client warrants, represents and undertakes to The Fifth, its Group and the Talent that as at the date of this Agreement and during the Term:

- (a) it has obtained and paid for and/or has the right to grant all consents, licences and rights required by this Agreement;
- (b) the Client Materials, Client Products, Client IP and Approved Content shall:
 - (i) be provided in accordance with this Agreement; and
 - (ii) comply with all applicable laws, codes of practice and regulations from time to time in force (including any health and safety requirements applicable to Client Products, Advertising Standards, and any laws, codes or practice and regulations specific to the Client's business, products or services and the Client shall inform The Fifth as soon as it

- becomes aware of any changes in the
aforementioned;
- (c) any Client Materials, Client IP and other information or data supplied by the Client in connection with this Agreement and the Approved Content:
 - (i) is accurate, complete and true; and
 - (ii) will not contain any defamatory, libellous or obscene matter nor breach any contract, law or duty of confidentiality, or constitute contempt of court; and
 - (d) any Client Products supplied will be in good working order, of satisfactory quality and fit for their purpose; and
 - (e) use and/or publication by The Fifth, its Group and/or the Talent of any Client Materials, Client IP, Client Products and Approved Content shall not infringe the rights, including the Intellectual Property Rights, of any third party.

14. Indemnity

- 14.1 The Client shall indemnify and keep fully indemnified the Indemnified Parties on demand against all liability, costs, expenses, damages, fines and losses and all interest, penalties (including any and all penalties and/or other charges imposed by any applicable regulator and/or other authority) calculated on a full indemnity basis and all other reasonable professional costs and expenses awarded against or suffered or incurred by any Indemnified Party arising out of or in connection with:
- (a) any actual or alleged breach of any of the representations and warranties given by the Client at clause 13; and
 - (b) any claim or complaint made against any Indemnified Party arising out of, or in connection with, the supply, delivery or use of the Client Materials (including for death, personal injury or damage to property arising out of, or in connection with, defective Client Products).

15. Limitation of Liability

- 15.1 Nothing in this Agreement shall:
- (a) limit or exclude the Client's or The Fifth's liability for:
 - (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

- (ii) fraud or fraudulent misrepresentation;
 - (iii) any other liability which cannot be limited or excluded by applicable law; or
- (b) shall limit or exclude the Client's liability under clause 14 (Indemnity), 19 (Confidential Information and Data Protection) and 28 (Anti-Corruption Compliance); or
 - (c) shall limit or exclude any liability under clause 10 (Client Agency).
- 15.2 Subject to clause 15.1 no party to this Agreement shall have any liability to any other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for the following:
- (a) loss of profits (whether direct or indirect);
 - (b) loss of sales or business (whether direct or indirect); or
 - (c) indirect or special or consequential loss.

- 15.3 Subject to clause 15.1, each party's total aggregate liability to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total Fees paid or payable by the Client to The Fifth during the Term.

16. Termination

- 16.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this Agreement which breach is irreparable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) if the other party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other party or the other party enters into or proposes any composition or arrangement with its

creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction; or

(c) in accordance with clause 29.

16.2 Without affecting any other right or remedy available to it, The Fifth may terminate this Agreement, or at The Fifth's option suspend its engagement in a Campaign (or part of a Campaign) with immediate effect by giving written notice to the Client:

(a) if the Client fails to make payment of any invoice within 60 days of the date of the invoice; or

(b) in the event that the applicable Talent Agreement(s) or other arrangement with the relevant Talent is suspended or terminated for any reason.

17. Consequences of Termination

On termination of this Agreement for any reason, each party, shall subject to clause 12, immediately cease using all Intellectual Property Rights licensed to that party pursuant to this Agreement and (on request) deliver to the other party all copies of information and data provided by the other party for the purpose of this Agreement.

17.1 In the event of termination of this Agreement, the Client shall pay to The Fifth all of The Fifth's unpaid invoices and interest and, where no invoice has been submitted for Services supplied, The Fifth may submit an invoice which will be payable in accordance with clause 11.

17.2 The Client shall certify to The Fifth that it has not retained any copies of the information or data provided to the Client by The Fifth, except for one copy which the Client may use for audit purposes only and subject to the confidentiality obligations in clause 19.

17.3 On termination or expiry of this Agreement, any provision that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

17.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry. In the event this Agreement is terminated prior to the end of the Campaign Period in accordance with

clause 16, then without prejudice to any other right or remedy available to The Fifth, the Client shall pay to The Fifth an amount equal to the total liability of The Fifth to third parties in connection with the Campaign, including under any Talent Agreement in place as at the date of termination.

18. Rights and Remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Confidentiality and Data Protection

19.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of 5 years after termination of this Agreement, disclose to any person any Confidential Information that has been disclosed to it for the purpose of entry into or performance of this Agreement except as permitted by clauses 19.2 and 19.3.

19.2 Confidential Information may be disclosed by:

(a) The Fifth to the Talent; or

(b) either party to its employees, officers, representatives or advisers (including in the case of The Fifth, any of its Group's or the Talent's employees, officers, representatives or advisers), in each case, provided such persons need to know such information for the purposes of carrying out the party's obligations under this Agreement on a need to know basis. The Fifth shall use reasonable endeavours to ensure that the Talent, and both parties shall use reasonable endeavours to ensure that each of its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information complies with this clause; and

(c) as may be required by law, a court of competent jurisdiction, any governmental or regulatory authority or stock exchange provided that the Disclosing Party notifies the other party in advance of the disclosure if permitted.

19.3 The parties agree that the obligations set out in clause 19.1 shall not apply to any Confidential Information which:

(a) is, or subsequently becomes, public knowledge other than through a breach of this Agreement by the Receiving Party;

(b) the Receiving Party can demonstrate, to the reasonable satisfaction of the Disclosing Party, was known by the

Receiving Party prior to disclosure by the Disclosing Party and that the Receiving Party was not under any obligation of confidence in respect of such information;

- (c) the Receiving Party can demonstrate, to the reasonable satisfaction of the Disclosing Party, was disclosed to the Receiving Party by a third party not under an obligation of confidence to the Disclosing Party or its Group;
- (d) the Receiving Party can demonstrate was developed independently of and without reference to any Confidential Information provided to the Receiving Party by the Disclosing Party; or
- (e) the parties agree in writing is not confidential.

19.4 Each party agrees to use the other party's Confidential Information only for the purpose of performing its obligations under this Agreement.

19.5 In performing their obligations under this Agreement, the parties shall comply with any respective obligations as separate controllers under Data Protection Legislation.

20. Assignment

20.1 Subject to clause 20.2, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party.

20.2 The Fifth may assign, transfer or subcontract any or all of its rights and obligations under this Agreement including to any other member of its Group and the Talent.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral.

21.2 The Fifth shall have no liability to the Client in respect of any discrepancy between the terms of this Agreement (including these Terms and Conditions) and any statement made to the Client or the Agency on which the Client relied in entering into the Agreement (unless such untrue statement was made in the knowledge that it was untrue). Accordingly, any condition, warranty or other term which might but for this

clause 21.2 be implied into or incorporated into the Agreement or any collateral contract (including the implied terms of satisfactory quality and fitness for purpose), whether by statute, common law or otherwise is hereby excluded (to the maximum extent permitted by law).

22. Severability

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of this Agreement shall remain in force. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24. Waiver

No failure or delay by either 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25. No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

26. Further assurances

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement at their own cost.

27. Third party rights

27.1 Any member of The Fifth's Group may in its own right, and pursuant to the Contracts (Rights of Third Parties) Act 1999, enforce this Agreement as if it were a party to it.

27.2 Subject to clause 27.1, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

27.3 The consent of the members of The Fifth's Group (not including The Fifth) is not necessary for any variation (including any release or compromise in whole in part of any liability) or termination of this Agreement.

28. Anti-corruption compliance

28.1 In performing its obligations under this Agreement the Client shall:

- (a) comply with all applicable laws and regulations relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010 and the Foreign Corrupt Practices Act 1977) and maintain its own policies and procedures in this respect;
- (b) promptly report to The Fifth any offer, request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this Agreement; and
- (c) ensure that any person associated with the Client who is providing services or goods in connection with this Agreement does so only on the basis of a written contract including similar anti-corruption terms.

28.2 Breach of this clause 28 shall be deemed a material breach of the Agreement.

29. Force Majeure

29.1 Neither party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is due to a Force Majeure Event.

29.2 In the event that either party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and

- (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

29.3 As soon as practicable following the affected party's notification, the parties shall consult with each other and use all reasonable endeavours to agree appropriate arrangements and terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.

29.4 The affected party shall notify the other party as soon as practicable (and in any event, no later than five (5) days) after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

29.5 If the period of delay or non-performance continues for 60 days, either party may terminate this Agreement by giving written notice to the other.

30. Notices

Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent to the other party's registered office address marked for the attention of the contact for that party set out in the Client Booking Form.

31. Counterparts

31.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

31.2 The transmission of an executed counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If requested, a party shall provide the other party with the original of such counterpart as soon as reasonably possible thereafter, provided that this will not impact the validity of the Agreement.

31.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

32. Survival

Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

33. Governing law and jurisdiction

This Agreement and any dispute or claim relating to it or its subject matter, its enforceability or its termination (including non-contractual disputes or claims) is to be governed by and construed in accordance with the law of England and the courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule – Definitions and Interpretations

In this Agreement, the following terms shall have the meanings assigned to them:

Additional Services means any event attendance, interviews, photo-shoots and other additional services to be provided by the Talent, as set out in the Client Booking Form.

Advertising Standards means all statutory and legal requirements and regulations in force relating to the content of advertisements and/or promotional messages, including the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) and all other relevant codes and guidance (each as updated from time to time) under the general supervision of the Advertising Standards Authority, the Committee of Advertising Practice; the Competition and Markets Authority and/or OFCOM.

Agency means any person, firm or body corporate acting or purporting to act as agent of the Client to enter into and/or act in relation to this Agreement;

Agreement means this agreement (including the schedules, Client Booking Form and any other document referred to in it) made between the parties.

Approved Content has the meaning given to it in clause 5.5 of these Terms & Conditions.

Campaign means the Client's advertising campaign as identified in the Client Booking Form.

Campaign End Date has the meaning given in the Client Booking Form.

Campaign Exclusivity Period means the period of time starting on the Start Date and ending on the date set out in the Booking Form. If no date is

specified, such date shall be 30 days after the end date of the Campaign Period.

Campaign Period means the period set out in the Client Booking Form.

Client is set out in the Client Booking Form.

Client Booking Form means an order sent by or on behalf of the Client to The Fifth for services to be provided in connection with a Campaign (which is subject always to these Terms and Conditions).

Client IP all of the Client's Intellectual Property Rights in or in respect of the Client Materials.

Client Materials means any information, data or materials supplied by the Client in connection with the Agreement, including Client Products

Client Products means any products or marketing collateral (for products or services) provided by the Client to The Fifth, or directly to the Talent, for use in a Campaign.

Confidential Information means information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of its Group and the Talent including the existence of any discussions or negotiations between the parties and the contents of this Agreement. Confidential Information includes documents or parts of documents and all other information prepared or generated from such information.

Content means the social media posts, advertising and other content and materials created by The Fifth and any appointed Talent in connection with this Agreement, including in accordance with such directions as may be set out by the Client in the Client Booking Form.

Content Approval Process means such approval process for Content as may be stated on a Client Booking Form or otherwise agreed in writing between the parties from time to time.

Data Protection Legislation means the General Data Protection Regulation (EU) 2016/679 (GDPR), the Data Protection Act 2018 and any other national implementing law, regulations and secondary legislation, as amended or updated from time to time in the UK; and any successor legislation to the GDPR or the Data Protection Act 2018.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party.

Fees the amounts payable to The Fifth by the Client, as set out in the Client Booking Form.

Force Majeure Event means any event affecting performance of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of the

affected party including, without limitation, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, crowd disorder, terrorist action, civil commotion (or reasonable threat of any of the foregoing), failure or shortage of power supplies, strike, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action involving only the employees of the affected party) and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international governmental authority.

Good Industry Practice means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a reasonably and suitably skilled, trained and experienced person performing the relevant obligation(s).

Group means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company (and "subsidiary" and "holding company" shall have the meanings assigned to them in Section 1159 Companies Act 2006). Each company in a Group is a member of the Group.

Indemnified Parties means The Fifth, any company within its Group and/or the Talent.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Payment Profile has the meaning set out in the Client Booking Form.

Platforms means the social media platforms on which the Content will be posted, as identified in the Client Booking Form or otherwise agreed in writing between the parties from time to time.

Prospective Talent any talent, influencer or other personality who The Fifth proposes and /or introduces to the Client to provide Services in connection with Campaign(s).

Publications means the publications of The Fifth and its Group, including without limitation The Times, The Sunday Times, The Sun and The Sun on Sunday.

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

Services means any of the services to be provided by The Fifth and/ or the Talent under this Agreement (including any Additional Services) as specified in the Client Booking Form but excluding any advertising services to be provided to the Client via any of the Publications.

Start Date has the meaning given in the Client Booking Form.

Territory has the meaning in the Client Booking Form.

Talent means such Talent as may be approved by the Client in accordance with this Agreement to provide Services for the Campaign.

Talent Agreement means such agreement as The Fifth has or may put in place with any Talent.

Terms and Conditions means these general terms and conditions.

Timelines means the dates and times for the Content to be posted on the Platforms, as set out in a Client Booking Form.

In this Agreement:

1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
2. A reference to a "party" means a party to this Agreement and shall include that party's personal representatives, successors and permitted assigns, and "parties" shall mean to both of them.
3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
4. A reference to writing or written includes email.
5. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

6. A reference to any English legal term for any action, remedy, procedure, judicial proceeding, legal document, legal status, or legal concept is, in respect of any jurisdiction other than England and Wales, deemed to include what most nearly approximates in that jurisdiction to the English legal term.
7. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
8. If there is any conflict or ambiguity between any of the provisions of these Terms and Conditions, the Schedule(s) and the Client Booking Form the conflict or ambiguity shall be resolved in accordance with the following order of precedence: (1) the Client Booking Form; (2) This Agreement; and (3) the Schedules.