

TALENT TERMS AND CONDITIONS

These terms, together with the terms in our Talent Booking Form, set out your agreement with The Fifth ("we"/"us") for your involvement in the Campaign. Please read them carefully. Unless defined below, all capitalised terms shall have the meanings ascribed to them in the Talent Booking Form.

1. CONTENT

- 1.1. Any content or deliverables you create in connection with the Campaign (**Content**) is subject to the prior written approval of the Fifth before you post it in accordance with the process set out in the Talent Booking Form.
- 1.2. You must reflect the Key Messages for the Campaign and include the Tags set out in the Talent Booking Form prominently in all your posts.
- 1.3. You will ensure that all Content is in good taste, free of inappropriate language and not offensive in any way.
- 1.4. Your Content must remain live for at least 12 months from the date it is posted.
- 1.5. You will ensure that your Content meets all applicable advertising standards which may apply to your Content, including labelling it prominently as an "advert" or using #ad in the title. If you choose to create any other content featuring Client's products (whether on Instagram or elsewhere), you will ensure that the post is equally labelled as advertising for Client, both during the Campaign Period and for a minimum period of 12 months after the end of the Campaign Period.
- 1.6. You will take down any Content (whether approved or not) immediately on our written request and provide us with such information and assistance as we may reasonably require in relation to the removal of the Content (whether on Instagram or on any other platform/media).

2. REPORTING: USING Kitly

- 2.1. If agreed in the Talent Booking Form, You will create and maintain throughout the Campaign Period an account with Kitly (or such other software or platform as we may require) to allow us and Client to track the performance of the Content on the Platforms. You will ensure that we and Client are provided with access to such account during the Campaign Period. You agree that we and Client may make use of any data produced.

3. PAYMENT

- 3.1. You agree that satisfaction of the gift or Fees set out in the Talent Booking Form (**Payment**) is in full and final payment for your services (exclusive of applicable taxes) in connection with the Campaign and no further payment will be payable to you (whether by way of royalties, residuals, repeat, usage fees or otherwise).

4. WARRANTIES

- 4.1. You warrant, represent and undertake that: (i) you will not engage in any conduct which (in our opinion) could damage the reputation of Client, The Fifth or any of their or our group companies; (ii) you are not aware of any circumstances in your past (for example, criminal offences) which, if made public, may cause embarrassment or reputational damage to Client, The Fifth or any of their or our group companies; (iii) your obligations under this agreement will not cause you to breach any commitments you have to a third party.

5. EXCLUSIVITY

- 5.1. During the Campaign Exclusivity Period you will not: (i) provide services to any Client Competitor; or (ii) mention, tag or otherwise feature such a competitor in your post(s), nor endorse, promote or feature any of their products or services, in each case without our prior written agreement.

6. INTELLECTUAL PROPERTY

- 6.1. You grant to Client and The Fifth (i) a non-exclusive licence to use the Content in accordance with the Commercial Usage set out in the Talent Booking Form and (ii) a non-exclusive licence to use your name, nickname, username, voice, biographical information, image, likeness and signature (and any intellectual property rights in the same) in connection with the Campaign. Both Client and The Fifth have the right to edit the Content where paid spend is put behind the Campaign as set out in the Talent Booking Form.
- 6.2. Should Client or The Fifth wish to use the Content for any other purpose not set out in this clause 6, in relation to the Campaign or otherwise, Talent must agree to such use in advance and any further terms of such use are to be agreed in good faith with The Fifth.
- 6.3. You grant to The Fifth and our group companies the right to use the Content for its own internal and marketing purposes, including entering the Content for awards but not to be commercially exploited without Talent's prior agreement (save in accordance with clause 6.1).

- 6.4. Subject to your compliance with these terms, we grant to you a non-exclusive, non-transferable and non-sub-licensable licence during the Campaign Period to use any content provided to you by us strictly for the purposes of the Campaign.

7. NOTIFICATIONS

- 7.1. You will notify us immediately in writing of any circumstances which you think may be (or cause) a breach of this agreement.
- 7.2. You will refer any media or enquiries relating to: (i) the Content; (ii) Client and/or The Fifth (or any of our group companies), rather than responding directly. During the Campaign Period you will not make any public statements or post any images in any media worldwide (other than as set out in this agreement) in relation to the Content, Client, The Fifth (or any of our group companies) without our prior written consent.

8. LIABILITY

- 8.1.1. Subject to clause 8.2, the total liability of each party to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this agreement will be limited to the Payment or £5000, whichever is the greater.
- 8.2. Nothing in this Agreement will limit or exclude either party's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any other liability that may not be excluded or limited by law.

9. SUSPENSION AND TERMINATION

- 9.1. We may immediately suspend your engagement under this agreement if: (i) you are unable to perform the services as a result of ill health, injury or other cause; (ii) a decision is taken by Client to delay the Campaign for any reason (including an interruption in production or sale of the products); or (iii) you commit a material breach of the Agreement. During any period of suspension, payment of any fees due under the agreement will be postponed.
- 9.2. We may terminate this agreement for convenience by giving at least 14 days written notice to you.
- 9.3. Either party can terminate this agreement by written notice with immediate effect if: (i) the other party is in material breach of the agreement and (where such breach is capable of remedy) has failed to remedy that breach within 7 days of being notified of it; and (ii) the other party becomes bankrupt or its business becomes insolvent. Breach of the

warranties set out in clause 4 will be deemed a material breach incapable of remedy. We will also be entitled (at our sole discretion) to terminate the agreement on immediate written notice for any of the suspension events at clause 9.1 (i) – (ii) (inclusive).

9.4. On termination or expiry of the agreement: (i) subject to this clause 9.4, neither party will have any further obligations to the other under this agreement; (ii) you will promptly return to us or Client (as directed) any information, documents, materials (including any products gifted to you where you are in material breach of this agreement); and (iii) we and Client will remain entitled to all rights granted or assigned to it under this agreement. Termination or expiry of this agreement will not affect any provision stipulated or intended to survive termination or expiry.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1.1. The parties agree to keep the terms of this agreement confidential and you agree to keep all information you obtain in connection with this agreement relating to Client, its products or The Fifth (or any of our group companies) strictly confidential.

10.1.2. Each party will (i) comply with their respective obligations under applicable data protection law; and (ii) assist and co-operate fully with the other party, to enable the other party to comply with such obligations (including keeping any personal data secure). The Fifth will collect and process information relating to you in accordance with its privacy policy available at <https://newsprivacy.co.uk/single/>

11. GENERAL

11.1. This agreement, together with all Talent Booking Forms, constitutes the entire agreement between the parties and may only be varied by written agreement.

11.2. The parties are independent contractors and nothing in this agreement creates any agency, partnership, joint venture or any other form of legal association between the parties.

11.3. This agreement is subject to English law and the exclusive jurisdiction of the English courts.