

ADVNCR Services Agreement Terms and Conditions

THESE TERMS AND CONDITIONS are attached to, incorporated into and made a material part of the Agreement. Capitalized terms used in this Terms and Conditions and not otherwise defined shall have the meanings ascribed to them in the SOW.

1. ENGAGEMENT; SERVICES.

1.1 **Engagement.** Customer hereby engages Company during the Term to provide the services set forth in the SOW (individually and collectively hereinafter referred to as the “**Services**”) for the event described in the SOW (the “**Event**”), on the terms and subject to the conditions set forth in this Agreement.

1.2 **Rendering of Services.** Customer hereby acknowledges that Company will assign, subcontract and/or sublicense some or all of the Services to one or more third parties, including without limitation, ADVNCR Group Ltd. t/a “ADVNCR” (“ADVNCR”). Customer hereby acknowledges and agrees that in connection with any Services rendered by ADVNCR, Customer shall be subject to ADVNCR’s standard terms, as heretofore or hereafter updated, and the terms of ADVNCR’s data processing agreement set forth in Schedule 1, each attached hereto and incorporated herein by this reference.

2. **TERM.** Term means the date beginning on the date of this Agreement and expiring on completion of the Services, or otherwise 12 months from the date hereof.

3. EXCLUSIVITY; INDEPENDENT CONTRACTOR.

3.1 **Outside Work.** Company is, and at all times during the Term will remain, an independent contractor under this Agreement. Company’s services hereunder are non-exclusive, and Company will be free to perform the same or similar services for others during the Term, as well as to engage in any and all other business activities.

3.2 **No Other Relationship.** The relationship of Company and Customer under this Agreement is that of independent contractors and that relationship will continue as such throughout the Term and any extension thereof. Nothing in this Agreement will be construed to create any employment relationship, partnership or other venture between Company and Customer, or constitute either party as an agent of the other, nor will any similar relationship be deemed to exist between them. Customer will have no authority whatsoever to bind Company to any agreement or other matter without the written approval of an authorized representative of Company. Neither party hereto will hold itself out in any manner that is contrary to the terms of this paragraph, nor will either party become liable or have any obligation whatsoever for any representation, act or omission of the other contrary to the provisions hereof. Nothing contained herein will be construed as creating an obligation for either party to be responsible for any unlawful acts, torts or breaches of contract committed by the other party or any employee or agent of the other party. Notwithstanding the foregoing or anything to the contrary contained herein, the parties acknowledge and agree that all rights, benefits and interests provided and granted by Customer to Company under this Agreement shall also be provided and granted to ADVNCR as an intended third party beneficiary of this Agreement.

4. **COMPENSATION.**

4.1 In consideration of Company's Services hereunder, Customer will pay to Company a non-returnable fee (the "Fee") in an amount equal to the Total Budget/Fees set forth in the SOW pursuant to the Payment Schedule set forth in the SOW. Company will invoice the Customer from time to time for the Fees in accordance with the SOW. The Customer must pay any invoices issued in accordance with this Clause within 30 days of the date of the invoice unless otherwise specified in the SOW. Without limiting any other remedies available to Company, if the Customer fails to pay any amount payable under this Agreement, the Customer must pay interest on that amount in accordance with the then rate applied by law on commercial debts in the United Kingdom. If there is a dispute about whether a Fee or other amount contemplated by this Agreement is payable or available, the Customer may withhold the disputed amount, but must promptly and in any event within thirty (30) days of receipt raise the disputed amount with the Company and must not withhold any undisputed amount. If the Customer has not disputed an invoice within twenty one (21) days of receipt, then the invoice is deemed accepted by the Customer and the Customer waives its right to dispute the invoice under this clause.

4.2 The Customer must pay all taxes, duties, government charges and other taxes of a similar nature (including any related fines, penalties and interest) imposed or levied in the United Kingdom or overseas in connection with the Customer's performance of this Agreement.

4.3 All Fees, costs, charges and/or expenses referred to in this Agreement are exclusive of and net of any and all taxes, duties, charges or such other additional sums including, without limitation, purchase or value added tax, withholding tax, excise tax, import and other duties, whether levied in respect of this Agreement, the Services or otherwise, imposed by the authorities of any country and such taxes or charges shall be invoiced as and when appropriate. If any withholding tax is due to be withheld from any payment of Fees due the Customer shall gross up such payment to ensure the entire amount of the Fees is paid to the Company without deduction.

5. **EXPENSES.** Customer agrees that Customer will reimburse Company for expenses described in the SOW with Customer's prior written (email shall suffice) approval. All expenses incurred by Company hereunder will be reimbursed by Customer within thirty (30) days after the submission of an expense reimbursement request by Company to Customer.

6. **WARRANTIES AND REPRESENTATIONS.**

6.1 **By Customer.** Customer warrants and represents to Company that:

6.1.1 Customer has the full right, power and authority to enter into this Agreement and that Customer will at all times act in compliance with all applicable local, state, federal and international laws and regulations.

6.1.2 Customer shall be responsible for obtaining all necessary reproduction, communication to the public, public performance, broadcast, making available, and synchronisation rights, record label and publisher permissions, performing and mechanicals rights society permissions, artists and other third party contributor permissions, and any other applicable permissions required in any applicable territory in respect of any Customer Material exploited or distributed in connection with the Event unless otherwise agreed with Company and Customer hereby indemnifies Company in respect of the same;

6.1.3 in respect of Personal Information (which has the meaning attributed to it in the Data Protection Act), and it is a condition of this Agreement, that the Customer has all necessary consents required under any Privacy Laws (meaning (a) the Data Protection Act (being the Data Protection Act 2018 (UK) as supplemented or amended from time to time); (b) all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms in respect of the processing of Personal Information) to:

(a) provide Company with any Personal Information which forms part of the Customer Data or the Customer Material and the processing thereof internationally where so required for the purposes of providing the Services; and

(b) permit Company to use any Personal information which forms part of the Customer Data or the Customer Material in the manner contemplated by this Agreement.

6.2 **By Company.** Company warrants and represents to Customer as follows:

6.2.1 **Right and Authority.** Company has the full right, power and authority to enter into this Agreement and to fully perform Company's services as and when required of Company hereunder;

6.2.2 **No Conflict.** Neither Company's execution of this Agreement nor Company's performance of Company's services as and when required of Company hereunder will violate, conflict with or result in a breach of any provision of, or constitute a default (or an event that, with notice or lapse of time, or both, would constitute a default) under, any contract or other obligation to which Company is a party or by which Company is bound;

6.2.3 **No Other Agreement or Order.** Company is not obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that could conflict with Company's obligations hereunder, that could conflict with Customer's business as conducted or proposed to be conducted, or which could in any way limit or qualify Customer's rights under this Agreement; and

6.2.4 **Compliance With All Laws.** Company will at all times act in compliance with all applicable local and international laws and regulations.

7. **INTELLECTUAL PROPERTY.**

7.1 The Customer agrees that all Intellectual Property Rights created by the Company in the course of performing the Services, shall be owned by the Customer, and to the extent that any such rights in the Deliverables vest in the Company, the Company hereby assigns such rights to Customer with full title guarantee. Nothing in this Agreement grants the Customer any right, title or interest in any any pre-existing Intellectual Property Rights of the Company.

7.2 Customer Material remains the property of the Customer, and nothing in this Agreement grants to the Company any Intellectual Property Rights in the Customer Material.

7.3 The Customer grants to the Company a perpetual, non-exclusive, irrevocable, global license (including the right to sublicense) to exercise the Intellectual Property Rights and personality rights in any Customer Material to the extent required for the Company to provide the Services to the Customer and to improve the Services, including to use and modify the Customer Material.

7.4 Each party must not, and must ensure that its officers, employees, agents and subcontractors do not, use the trade marks or logos of the other party except with the prior written consent of the other party.

7.5 The terms of and obligations imposed by this clause shall survive the termination of this Agreement for any reason.

8. **INDEMNIFICATION.**

8.1 **Indemnification.**

8.1.1 **By Customer.** The Customer is liable for, and shall indemnify Company on demand from and against and in respect of all liabilities, losses, costs, charges, fees and expenses, including reasonable attorneys' fees, expert witness fees, and other legal expenses in connection with any claim, allegation, suit, action, investigation, judgment, deficiency, settlement, inquiry, demand or other proceeding of whatever nature or kind, whether formal or informal, brought against arising out of or relating to provision of the Services by Company to the Customer including use of the Customer Material by Company, or the Customer's use of the Services in breach of this Agreement, and if the Customer Materials infringe in any manner any Intellectual Property Right, personality right or any other right of any third party is or contains any material or information that is obscene, defamatory, libelous, slanderous, or that violates any law, or violates any rights of any person or entity, including rights of publicity, privacy or personality, or has otherwise resulted in any consumer fraud, product liability, tort, deceptive trade practice, breach of contract, injury, damage or harm of any kind to any third part, where arising in contract, tort or otherwise. The Customer must defend and hold harmless the Company against any claim or allegation by a third party that the Customer Materials or the Customer's use of the Services in breach of this Agreement infringes their Intellectual Property Rights.

8.1.2 **By Company.** Company will indemnify, defend, protect and hold harmless Customer and each of Customer's shareholders, directors, officers, members, employees, contractors, attorneys, agents, representatives, successors and assigns from and against any and all third party claims, demands, actions, rights, obligations, indebtedness, debts, liabilities, lawsuits, judgments, awards, damages, losses, fees, costs and expenses (including costs and expenses of counsel) that are caused by, relate to or otherwise arise out of or in connection with: (a) a breach or threatened breach by Company of any of Company's representations, warranties, covenants or agreements set forth in this Agreement; or (b) the acts or omissions of Company in connection with the Event.

8.1.3 **Procedural Matters.** In connection with the foregoing indemnity, the party seeking indemnification (the "**Indemnitee**") agrees to give the party from whom indemnification is sought (the "**Indemnitor**") prompt written notice of any claim against the

Indemnitee, and the Indemnitee will have the right to participate in the defense of such claim at the Indemnitor's expense. Further, neither party will settle any claim to which the foregoing indemnity applies without the other party's prior written consent, which consent will not be unreasonably withheld or delayed.

8.1.4 **Remedies Cumulative.** The remedies provided for in this Section 7 will be cumulative and will not preclude assertion by Indemnitee of any other rights or the seeking of any other remedies against Indemnitor.

8.1.5 **Survival.** The provisions of this Section 7 will survive any termination of this Agreement.

9. **TERMINATION.**

9.1.1 Company may terminate this Agreement if Customer fails to make any payments by the date such payments are due and fails to cure such breach within fifteen (15) days of receipt of written notice from Company that such payment is past due. Either party may terminate this Agreement if: (a) the other party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of notice of such breach (unless the default cannot be cured within such period and the defaulting party will have commenced to cure the default and proceeds diligently thereafter to cure within a reasonable period of time); or (b) the other party becomes bankrupt or insolvent, or any substantial and relevant portion of its assets are included in any arrangement with its creditors, an order to wind up or submission to control by a receiver, assignee or trustee for the purpose of preserving the assets, whether by the voluntary act of the affected party or otherwise. In the event of any termination of this Agreement, Company shall be entitled to a proportionate share of the Fee for all Services rendered prior to such termination and shall be reimbursed for all approved expenses relating to the work completed by Company prior to such termination and the Customer's right to receive the Services will automatically cease. Any termination of this Agreement will be without prejudice to any remedy of Company for the recovery of any monies then due it under this Agreement or in respect to any antecedent breach of this Agreement, and without prejudice to any other right including, without limitation, damages for breach to the extent that the same may be recoverable.

10. **LIMITATION OF LIABILITY.**

10.1 **Loss by Attendees.** Without limiting Company's indemnification obligations hereunder, Customer hereby acknowledges and agrees that Company assumes no responsibility for any damages or losses incurred by Customer or the attendees at the Event or for any other items whatsoever brought by anyone at any time prior to, during or after the Event. Customer hereby agrees to be solely responsible for all attendees at the Event and all acts and omissions of such guests and attendees regardless of whether or not such acts and omissions are negligent or willful.

10.2 **Limitation of Damages.** CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY ARISING FROM THIS AGREEMENT (EXCEPT FOR LIABILITIES ARISING OUT OF COMPANY'S INDEMNIFICATION OBLIGATIONS), WHETHER IN CONTRACT OR TORT, WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO

COMPANY HEREUNDER; OR (B) TO THE EXTENT COMPANY MAINTAINS AN INSURANCE POLICY OR POLICIES PROVIDING LIABILITY INSURANCE FOR THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT, THE AMOUNT OF COMPANY'S INSURANCE COVERAGE WITH RESPECT TO THE CLAIM GIVING RISE TO SUCH LIABILITY AND DAMAGES. NO WARRANTY OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY ELEMENTS OF THE RESULTS OF COMPANY'S SERVICES HEREUNDER IS GIVEN TO, OR SHOULD BE ASSUMED BY, CUSTOMER, AND ANY SUCH WARRANTIES AND TERMS ARE HEREBY EXCLUDED.

11. **FORCE MAJEURE.** Company will not be deemed in default hereunder if performance of any of Company's obligations hereunder is delayed or becomes impossible or commercially impractical, or if Company's normal business operations become commercially impractical, by reason of the rescheduling or cancelling of the Event or by reason of any force majeure event including, without limitation, inclement weather conditions, acts of God or government intervention. In the event of a force majeure event, each party shall promptly notify the other party whether or not it shall be able to make a late performance of its obligations hereunder, and if so, when that shall occur, provided, however, that if the force majeure event caused a delay of ten (10) days or more, this Agreement may be terminated or suspended by the option of either party. In the event of any such termination or suspension of this Agreement, Company shall be entitled to a proportionate share of the Fee for all Services rendered prior to such termination or suspension and shall be reimbursed for all approved expenses relating to the work completed by Company prior to such termination or suspension.

12. **NOTICES.** All notices which either of the parties hereto is required or may desire to serve upon the other hereunder will be sent by certified or registered mail, postage prepaid, return receipt requested, or will be personally delivered by the notifying party (with written receipt of delivery) or by messenger or courier (with proof of delivery) to the respective party at the applicable address set forth hereinabove. Any notice delivered in accordance with the foregoing will be deemed received on the date such notice is personally delivered by the notifying party or by messenger or courier, or three (3) business days after such notice is mailed; provided, however, that any notice of change of address will be deemed received only on the actual date of receipt.

13. **CONFIDENTIALITY & PUBLICITY.**

13.1 **Confidential Information.** The information described in this Agreement, and any non-public oral or written information provided by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") or to which a party has access from the Disclosing Party ("**Confidential Information**") constitutes valuable, confidential information of the Disclosing Party. The Receiving Party will not use any Confidential Information other than in connection with exercising its rights under this Agreement and, other than as required by any legal requirement, will not disclose any Confidential Information (expressly including the terms and conditions of this Agreement) to any person or entity other than the Receiving Party's employees, contractors, agents and sub-licensees on a "need to know" basis, if they have first executed or are otherwise bound by an agreement to hold the Confidential Information in confidence consistent with these terms. On termination or expiration of this Agreement or upon the earlier request of the Disclosing Party, the Receiving Party will promptly destroy or return to the Disclosing Party all Confidential Information in the Receiving Party's possession or under its control and will, within five (5) business days after such termination or expiration, provide the Disclosing Party a statement executed by an officer of the Receiving Party certifying that the Receiving Party has complied with its obligations under this

Section. This Section 12.1 will not apply to any information that (a) is in the public domain; (b) the Receiving Party develops independently of, and without reference to, any Confidential Information disclosed to it by the Disclosing Party; (c) the Receiving Party is obliged to disclose by order or demand of a court, government agency or applicable listing exchange (but only to the extent required to comply with such order or demand); or (d) the Receiving Party rightfully acquires from a third party without an obligation of confidentiality. The Receiving Party will maintain the security of the Disclosing Party's Confidential Information with not less than the same degree of care as the Receiving Party normally uses in protecting its own confidential or proprietary information, but at least with reasonable care.

13.2 **Publicity.** Customer shall not make, or cause to be made, any press release or public announcement or communicate with any media with respect to the engagement contemplated by the Agreement without Company's prior written consent in each instance, which Company will not unreasonably withhold. In addition, Customer shall not reference or use Company's intellectual property in any manner without Company's prior written approval in each instance, which Company may withhold in its sole and absolute discretion.

13.3 **Non-Disparagement.** Both parties agree not to make publish, confirm or allow or cause any other person or entity to make or publish, any untrue, derogatory or disparaging statements about the other party, or any of the other party's personnel or representatives, to any third party pertaining to the engagement contemplated by the Agreement or any other dealings between Customer and Company.

13.4 **Remedies; Injunctive Relief.** Notwithstanding anything to the contrary contained in the Agreement, Company shall be entitled to seek temporary, preliminary and permanent injunctive relief to enforce the provisions of this Section 12. This right to seek injunctive relief shall not diminish Company's right to claim and recover damages from Customer in addition to injunctive relief. The remedies provided to Company in this paragraph are cumulative, and not exclusive, of any other remedies that may be available to Company.

14. **CONTROVERSIES; BINDING ARBITRATION.** Neither party hereto will be deemed to be in breach of any of its obligations hereunder unless and until the other party hereto will have given such party specific written notice by certified or registered mail, return receipt requested, of the nature of such breach and such party will have failed to cure such breach within thirty (30) days after its receipt of such written notice (fifteen (15) days with respect to the payment of monies). Upon the request of either party to this Agreement after the applicable cure period set forth hereinabove, any claim, controversy or other dispute (hereinafter referred to as a "**Dispute**") arising from or relating to this Agreement will be settled and resolved by binding arbitration in England, United Kingdom. The arbitrator's decision on the Dispute will be a final and binding determination and will be fully enforceable as an arbitration award in any court having jurisdiction and venue over the parties. The arbitrator will also award the prevailing party such party's attorneys' fees, and the other party will pay the arbitrator's fees and expenses. For such purpose, the arbitrator will determine the prevailing party. Each party to this Agreement submits to the exclusive jurisdiction of the English courts, for purposes of compelling arbitration or giving legal confirmation of any arbitration award. This arbitration provision will remain in full force and effect notwithstanding the nature of any claim or defense hereunder.

15. **ASSIGNMENT.** [intentionally deleted]

16. **BINDING AGREEMENT.** This Agreement, including any exhibits attached hereto, is intended to set forth the material terms of Company's engagement by Customer. As a result, this Agreement constitutes a formal binding agreement between Customer and Company with respect to the terms set forth herein. It is intended that the legal rights and obligations of and between Customer and Company will come into existence promptly upon the execution hereof.

17. **MISCELLANEOUS.**

17.1 **Entire Agreement.** This Agreement, including any exhibits and schedules attached hereto, sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, representations, understandings and agreements, whether written or oral, between the parties with respect to the subject matter hereof. This Agreement may be altered, modified or amended only by a written document signed by the parties hereto. There are no statements, negotiations, inducements, representations or warranties upon which either party is relying which have not been set forth herein. To the extent that there is any conflict or inconsistency between this Agreement and any of the exhibits then the exhibits shall take precedence.

17.2 **Governing Law.** This Agreement will be governed by and construed under the laws of England and Wales relating to agreements entered into and wholly performed therein without regard to the choice of law principles thereof.

17.3 **Attorneys' Fees.** If any party to this Agreement commences an action or arbitration against the other party to this Agreement to interpret or enforce any of the terms of this Agreement, or because of the other party's breach of any provision of this Agreement, the losing party will pay the prevailing party's reasonable outside attorneys' fees, costs and expenses, court costs and other reasonable costs of action actually incurred in connection with the prosecution or defense of such action. In addition to the foregoing award of attorneys' fees, the prevailing party will be entitled to its reasonable outside attorneys' fees incurred in any post judgment proceeding to enforce any judgment in connection with this Agreement. This paragraph is separate and several and will survive the merger of this paragraph into any judgment.

17.4 **Waiver.** The failure or delay of either party at any time to require performance of any provision under this Agreement will not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement will not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision. A waiver of any provision hereunder will be effective only if such waiver is in writing and signed by the party against whom such waiver is sought to be enforced. Failure or delay on the part of either party to exercise any right, remedy, power or privilege provided for herein or by statute, by law, in equity or otherwise will not operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17.5 **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17.6 **Headings.** The headings or titles of the several paragraphs of this Agreement are inserted solely for convenience and are not a part of, nor will they be used or referred to in the construction of, any provision of this Agreement.

17.7 **Sophisticated Parties.** Both parties hereto have had an opportunity to consult with experienced legal counsel concerning the negotiation, drafting and execution of this Agreement; and there will be no interpretation of this Agreement against the drafter hereof for having drafted this Agreement. To the extent that any party has failed to so consult with experienced legal counsel, that will be deemed an intentional waiver of such right.

17.8 **Counterparts; E-mail or Faxed Signatures.** This Agreement may be executed by each party upon a separate identical counterpart, each of which will be deemed an original and all of which when taken together will constitute one and the same agreement. Facsimile and/or electronically scanned signature pages will be acceptable as originals.