

INFLUENCER SERVICES GENERAL TERMS & CONDITIONS

1 Interpretation

- 1.1 The following definitions and rules of interpretation apply in the Agreement and in these terms and conditions (the “**Conditions**”):

“**Agreement**” means the agreement between the IET and the Influencer for the supply of the Services in accordance with the Booking Form (including any Schedules attached to the Booking Form) and these Conditions which, when read together, constitute one and the same agreement.

“**Applicable Law**” means all laws, rules, regulations, codes of practice, research governance or ethical guidelines or requirements of regulatory authorities, as amended from time to time, which are applicable to the Agreement and the Services. For the avoidance of doubt, this shall include applicable advertising regulations, codes and guidance such as: i) the CAP and BCAP advertising codes; and ii) the Competition and Markets Authority's guidance on social media endorsements; as each are updated from time to time.

“**Commencement Date**” has the meaning given to it the Contract Details.

“**Confidential Information**” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including the terms and conditions of the Agreement (and any agreement entered into in connection with the Agreement) and information which relates to the business, affairs, finances, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, suppliers and customers of the IET or the Influencer (as the case may be) or, in each case, any member of the Group to which the relevant party belongs. In respect of the IET, Confidential Information shall include the IET Materials.

“**Contract Details**” means the contract details section of the Booking Form.

“**Data Protection Legislation**” means all applicable laws and regulations relating to the protection of personal data and the privacy of individuals as may be amended, extended, re-enacted or replaced from time to time, including, (where applicable):

- (a) UK GDPR; the Data Protection Act 2018 (“**DPA 2018**”) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426); or
- (b) EU GDPR,

along with the guidance and codes of practice issued by the UK's Information Commissioner, EU Commission or other relevant regulatory authority (as applicable to a party).

“**Deemed Employment**” means an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies.

“Deliverables” means the content and materials produced by or on behalf of the Influencer for the purpose of promoting the Campaign, as more fully listed in Schedule 1 (The Services) to the Booking Form.

“Delivery Dates” means the dates by which the draft Deliverables must be delivered to the IET for review and feedback, as listed in Schedule 1 (The Services) to the Booking Form.

“Disclosing Party” means a party to the Agreement when it discloses its Confidential Information, directly or indirectly to the other party.

“EU GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“Exclusivity Requirements” means the exclusivity requirements as set out in the Contract Details.

“Fees” means the fees, as set out in Schedule 2 (Fees) to the Booking Form, which are payable by the IET to the Influencer in consideration for its supply of the Services in accordance with clause 6 (Fees and payment).

“Force Majeure Event” means an unforeseeable act, omission, event, accident or other circumstance that is:

- (a) beyond the reasonable control of a party; and
- (b) not attributable to any wilful act, neglect or failure to take reasonable preventative action by that party,

and which affects that party’s performance of its obligations under the Agreement. Things such as strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, epidemic, pandemic or other spread of infectious disease or the imposition of any measures to prevent the spread of disease, nuclear, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm may be Force Majeure Events.

“Go Live Dates” means the dates on which the approved Deliverables must be posted on the Media, as listed in Schedule 1 (The Services) to the Booking Form.

“Good Industry Practice” means standards, practices, methods and procedures conforming to Applicable Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would be expected from a leading individual, organisation or company within the relevant industry or business sector and in accordance with any relevant industry codes of practice.

“Group” means in relation to a party: i) that party; ii) any subsidiary or holding company from time to time of that party; iii) any subsidiary from time to time of a holding company of that party; and iv) any subsidiary from time to time of a subsidiary of that party.

“IET Branding” means the trade marks, trade names or logos, in all cases, whether registered or unregistered, of the IET.

“IET Materials” means all documents, information, data, items and materials in any form (whether owned by the IET or a third party), which are provided by the IET to the Influencer in relation to the Services.

“Influencer Assets” means the Influencer's pre-existing trade marks, service marks, logos, other materials connected with the Influencer's or Individual's brand, names (including nicknames and stage names), biography, signature, image, voice and likeness, and all materials created by or on behalf of the Influencer or the Individual in providing the Services, excluding the Deliverables but including any other photographs, audio-visual content, artwork, graphics, designs, performance and any other material protected by Intellectual Property Rights.

“Influencer's Personnel” means any person employed or engaged by the Influencer and involved in the provision of the Services, including the Individual.

“Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of 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.

“Live Period” means the period for which the Deliverables must be shared on the Media from their first publication, as set out in Schedule 1 (The Services) to the Booking Form.

“Media” means the social media platform(s) and the account(s) on those social media platform(s) which are controlled by the Influencer or Individual, and on which the Influencer will or the Influencer will procure that the Individual will distribute the Deliverables, as identified in Schedule 1 (The Services) to the Booking Form.

“Receiving Party” means a party to the Agreement when it receives Confidential Information, directly or indirectly, from the other party.

“Services” means all the services listed in Schedule 1 (The Services) to the Booking Form which will be delivered by the Influencer to the IET for the purposes of raising the profile of the Campaign.

“Term” has the meaning given to it in the Contract Details.

“Third Party Content” means materials protected by Intellectual Property Rights owned or controlled by third parties.

“UK GDPR” has the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the Data Protection Act 2018 (as amended).

“VAT” means value added tax or any equivalent tax chargeable in the United Kingdom (or elsewhere).

“Working Day” means a day, other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.3 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, phrase or term preceding those terms.
- 1.4 A “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.6 A reference to writing or written includes email but excludes fax.
- 1.7 A reference to the Agreement or to any other agreement or document is a reference to the Agreement or such other agreement or document, in each case as varied from time to time.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of the Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2 Commencement and duration

- 2.1 The Agreement shall come into force on the Commencement Date and, subject to earlier termination in accordance with its terms, shall continue in full force and effect until the expiry of the Term.

3 The Influencer’s obligations

- 3.1 The Influencer shall, and shall procure that the Individual shall:
- 3.1.1 perform the Services in accordance with Good Industry Practice and Applicable Law.
 - 3.1.2 comply with the Exclusivity Requirements.
 - 3.1.3 comply with the relevant Media platform’s terms of use.
 - 3.1.4 ensure that the Deliverables are reasonably transparent to consumers as being marketing in accordance with Applicable Law, including by:
 - (i) using appropriate hashtag disclosure (such as #ad) in the Deliverables in a way that is clear, prominent and comprehensible before the consumer engages with the content.
 - (ii) where such functionality exists on a social media platform, clicking any relevant box (or using other similar functionality as the social media platform provides) when posting the Deliverables to indicate and/or declare that the Deliverables are paid-for content.
 - (iii) complying with the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426).

- 3.1.5 comply with the IET's brand and/or content guidelines, as provided to the Influencer (and as may be updated from time to time by the IET by written notice to the Influencer).
- 3.1.6 comply with all reasonable instructions of the IET and willingly cooperate with others whom the IET has engaged in respect of the Campaign.
- 3.1.7 comply with all reasonable request for information from the IET.
- 3.1.8 not at any time do or say anything, or be involved or associated with any activity, which damages, prejudices and/or adversely affects or which could reasonably be expected to damage, prejudice and/or adversely affect:
 - (i) the interests and/or reputation of the IET and/or the Campaign; and/or
 - (ii) the interests and/or reputation of the Influencer or Individual;
 and the Influencer is not aware of any past action taken or statement made by the Influencer or Individual which would be, or would be likely to be, in breach of this clause.
- 3.1.9 at the request of IET, remove and delete: i) all posts of the Deliverables; ii) any posts which are derogatory of the IET and/or the Campaign; and iii) all posts which have references to and/or associations with the IET and/or Campaign; over which it has control both from the Media and any other media as soon as practicably possible.
- 3.2 The Influencer shall immediately inform the IET in the event:
 - 3.2.1 it or the Individual is in breach of, or is likely to be in breach of, the Agreement;
 - 3.2.2 it is aware of any relevant circumstances, facts or allegations which might damage, prejudice and/or adversely affect the interests and/or reputation of the IET and/or or the Campaign and/or the Influencer and/or the Individual, and/or otherwise bring the IET and/or the Campaign and/or the Influencer and/or the Individual into disrepute; or
 - 3.2.3 it or the Individual is unable, or is likely to be unable, to perform the Services in accordance with the Agreement.

4 The IET's rights and obligations

- 4.1 The IET shall:
 - 4.1.1 co-operate with the Influencer and the Individual as reasonably necessary to enable the Influencer to undertake the Services.
 - 4.1.2 provide such IET Materials and other information as agreed by the parties (acting reasonably) for the performance of the Services.
 - 4.1.3 comply with all Applicable Law in relation to the Services and the use of the IET Materials.

- 4.1.4 comply with the relevant Media's platform terms of use.
- 4.1.5 review the draft Deliverables submitted to the IET on the Delivery Date(s) and provide prompt feedback to the Influencer.
- 4.1.6 have final editorial control over the Deliverables, provided that the IET shall only be entitled to request amendments to edit the way in which its brand is featured or mentioned in the Deliverables and/or in order to make any change the IET deems necessary to ensure that the Deliverables comply with Applicable Law.

5 Change control

- 5.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing and the parties shall use reasonable endeavours to agree a variation to the Agreement where appropriate.

6 Fees and payment

- 6.1 In consideration of the provision of the Services by the Influencer, the IET shall pay to the Influencer the Fees in accordance with this clause 6 (Fees and payment) and Schedule 2 (Fees) to the Booking Form, provided that if the IET is required by law to make any deductions from the Fees for income tax and national insurance contributions, it will pay the Fees to the Influencer less any such deductions.
- 6.2 The Fees are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the IET following delivery of a valid VAT invoice.
- 6.3 The Influencer shall submit invoices in Pounds Sterling (GBP) for the Fees plus a valid VAT invoice (if applicable) to the IET at the intervals specified in Schedule 2 (Fees) to the Booking Form. Each invoice shall include all supporting information reasonably required by the IET.
- 6.4 The IET shall pay each undisputed invoice submitted to it by the Influencer in Pounds Sterling (GBP), in full and in cleared funds, within 30 days of the date of the invoice, to a bank account nominated in writing by the Influencer.

7 Intellectual property

- 7.1 In relation to the IET Materials and IET Branding:
 - 7.1.1 the IET and its licensors shall retain ownership of all Intellectual Property Rights in the IET Materials and IET Branding;
 - 7.1.2 the IET grants to the Influencer a fully paid-up, non-exclusive, royalty-free, non-transferable, worldwide licence for the Influencer and Individual to use the IET Materials and IET Branding for the Term of the Agreement for the sole purpose of, and to the extent required for, creating the Deliverables and providing the Services to the IET;
 - 7.1.3 the IET warrants that the IET Materials and IET Branding will not, when used in accordance with the Agreement, infringe the Intellectual Property Rights of any third party; and

- 7.1.4 the IET will use reasonable endeavours to ensure the accuracy, truthfulness and completeness of the IET Materials.
- 7.2 In relation to the Influencer Assets and Deliverables:
- 7.2.1 the Influencer and its licensors shall retain ownership of all Intellectual Property Rights in the Influencer Assets and Deliverables (excluding the IET Materials and IET Branding which are incorporated into the Deliverables);
- 7.2.2 the Influencer grants to the IET a fully paid-up, non-exclusive, royalty-free, non-transferable, worldwide licence to use, exploit, adapt and reproduce, and to authorise others to use, exploit, adapt and reproduce the Influencer Assets and Deliverables for the Term of the Agreement for the purpose of promoting the Influencer's and Individual's association with, and provision of the Services to, the IET and the Campaign, including by using and promoting the Deliverables (in whole or in part) on the IET's own websites, social media pages and other marketing and publicity material in any medium in connection with the Campaign;
- 7.2.3 the Influencer grants to the IET all necessary consents under applicable law (including the Copyright, Designs and Patents Act 1988) to enable the IET to make the fullest possible use of the Influencer Assets and the Deliverables as contemplated in the Agreement;
- 7.2.4 the Influencer, and the Influencer confirms that the Individual, irrevocably and unconditionally waives, in perpetuity, the benefit of their moral rights and performer's non-property rights in the Deliverables arising under Parts I and II the Copyright, Design and Patent Act 1988 and all similar rights under the laws of any jurisdiction; and
- 7.2.5 the Influencer acknowledges that the IET is not responsible for third parties' use of the Influencer Assets and Deliverables or for their removal from media outside the IET's control.
- 7.3 The Influencer warrants, represents and undertakes that, and shall procure that the Individual warrants, represents and undertakes that:
- 7.3.1 the Influencer Assets and the Deliverables (excluding the IET Materials and IET Branding which are incorporated into the Deliverables) are wholly original and their use in accordance with the Agreement will not infringe the Intellectual Property Rights of any third party.
- 7.3.2 subject to clause 7.4 (Intellectual property), the Deliverables (excluding the IET Materials which are incorporated into the Deliverables) will not contain any Third Party Content.
- 7.3.3 the Influencer Assets and the Deliverables (excluding the IET Materials which are incorporated into the Deliverables) will not:
- (i) be misleading to consumers or contain any unsubstantiated claims in respect of the Campaign;
 - (ii) contain any defamatory matter or obscenity;

- (iii) contain material which could be interpreted as racist, anti-Semitic, homophobic, misogynistic, pornographic, violent, extreme, bullying, aggressive or religiously intolerant or insensitive;
- (iv) contain material which promote or includes any criminal activity;
- (v) breach any contract, law or duty of confidentiality; or
- (vi) infringe data protection rights.

7.3.4 the Influencer Assets and the Deliverables (excluding the IET Materials) will comply with the relevant Media platform's terms of use and Applicable Law.

7.4 If either party wishes to include Third Party Content in the Deliverables, it shall:

7.4.1 identify such Third Party Content to the other party and, in the case of the Influencer, not include such Third-Party Content without the IET's prior written consent (save where it is so minor or incidental as not to infringe third party Intellectual Property Rights).

7.4.2 secure any licences, consents and waivers required for the use of such Third Party Content by both parties as envisaged in the Agreement, including without limitation its incorporation in the Deliverables as posted on the Media and provide evidence of its having done so on reasonable notice and request. Where such rights have been obtained, each party shall comply with any restrictions or conditions on the use of Third Party Content notified to it by the party responsible for securing rights in it.

7.5 The Influencer shall not and shall procure the Individual does not use any IET Branding without the prior written consent of the IET and where any such consent is given, the Influencer shall only be entitled to use the IET Branding during the Term to the extent needed to provide the Services, and subject to any branding guidelines issued by the IET to the Influencer.

8 Warranties

8.1 The Influencer warrants, represents and undertakes that:

8.1.1 it has the legal capacity and is free contractually to enter into and to perform the Agreement and has not entered and will not enter into any professional, legal or other commitment which would or might conflict with or prevent it doing so.

8.1.2 it has the authority (including all necessary licences) to grant the rights expressed to be granted under the Agreement.

8.1.3 to the best of its knowledge and belief, it has not used nor has the Individual used, nor will it or the Individual use, paid followers or bots or other forms of technology to artificially inflate their follower numbers or make their posts appear more popular or otherwise in connection with providing the Services and Deliverables.

9 Confidentiality

- 9.1 Each party undertakes that it shall not disclose, and the Influencer undertakes that the Individual shall not disclose, to any person any Confidential Information of the other party (or, if applicable, of any member of the Group to which the other party belongs), except as permitted by clause 9.2 (Confidentiality).
- 9.2 Each party may disclose the other party's Confidential Information:
- 9.2.1 to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 8 (Confidentiality); and
 - 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.
- 9.4 The provisions of this clause 8 (Confidentiality) shall survive for a period of two years from termination or expiry of the Agreement.

10 Publicity

- 10.1 Save as set out in the Agreement, neither party shall use the name of the other party or any trade name or trade mark used by the other party or refer to the other party in any other way in any press release, promotional literature, publications or advertising material, including any website, "blogs", social media or other online services, without the prior written consent of the other party.

11 Data protection

- 11.1 The parties will comply with all applicable Data Protection Legislation in the performance of their obligations under the Agreement.
- 11.2 Without affecting the generality of clause 11.1 (Data protection), if, in the performance of the Services, the Influencer is required to process personal data of any individual on behalf of the IET, the Influencer shall:
- 11.2.1 process personal data of such individuals only in accordance with the written instructions of the IET;
 - 11.2.2 process the personal data only to such extent as is necessary in order to perform the Services and not for any other purpose;
 - 11.2.3 to the extent the Influencer is required to collect any personal data, ensure that the data collected is limited to what is necessary and not excessive and that the data subject is, at the point of collection, provided with a data privacy notice approved by the IET;

- 11.2.4 comply with all obligations of confidentiality in respect of the personal data, including by taking appropriate measures to ensure that any personal data is secure and notifying the IET immediately if the Influencer becomes aware of any security breach of personal data; and
- 11.2.5 notify the IET and provide the IET with full co-operation and assistance in relation to any data subject request or complaint.

12 Indemnities

- 12.1 The Influencer shall indemnify and keep indemnified the IET against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by the IET arising out of or in connection with:
 - 12.1.1 any third party claims made against the IET; or
 - 12.1.2 any action, adjudication or decision taken against the IET by any regulatory body,

in each case directly or indirectly arising (in whole or in part) out of any actual or alleged breach by the Influencer of clause 7.3 (Intellectual property) or clause 8 (Warranties).
- 12.2 The IET shall indemnify and keep indemnified the Influencer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Influencer arising out of or in connection with:
 - 12.2.1 any third-party claims made against the Influencer; or
 - 12.2.2 any action, adjudication or decision taken against the Influencer by any regulatory body,

in each case directly or indirectly arising (in whole or in part) out of any actual or alleged breach by the IET of clause 7.1.3 (Intellectual property).
- 12.3 The indemnity in clause 12.1 (Indemnities) shall not cover the IET to the extent that a claim under it results from the IET's negligence or wilful misconduct.
- 12.4 The indemnity in clause 12.2 (Indemnities) shall not cover the Influencer to the extent that a claim under it results from the Influencer's negligence or wilful misconduct.
- 12.5 If any third party makes a claim and/or takes any action, or notifies an intention to make a claim and/or take any action, against an indemnified party which may reasonably be considered likely to give rise to a liability under an indemnity under the Agreement ("**Claim**"), the indemnified party shall:
 - 12.5.1 as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;
 - 12.5.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such

consent not to be unreasonably conditioned, withheld or delayed), provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party consent) if the indemnified party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect; and

- 12.5.3 subject to the indemnifying party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.
- 12.6 If a payment due from the one party to the other under this clause 12 (Indemnities) is subject to tax (whether by way of direct assessment or withholding at its source), the payee shall be entitled to receive from the payor such amounts as shall ensure that the net receipt, after tax, to the payee in respect of the payment is the same as it would have been were the payment not subject to tax.
- 12.7 Nothing in this clause shall restrict or limit a party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under these indemnities.

13 Insurance

- 13.1 During the Term of the Agreement the Influencer shall maintain in force, with a reputable insurance company, such policies of insurance (including professional indemnity insurance and public liability insurance) to cover the liabilities that may arise under or in connection with the Agreement, and shall produce to the IET on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14 Limitation of liability

- 14.1 References to 'liability' or 'liable' in this clause 14 (Limitation of liability) include every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 14.2 **Prohibited limitations or exclusions.** Nothing in the Agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors, or for fraud or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any Applicable Law.
- 14.3 **Heads of loss.** Subject to the indemnities in clause 13 (Indemnities) and clause 17 (Status):
- 14.3.1 neither party shall be liable to the other for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with the Agreement; and
- 14.3.2 the IET shall have no liability for loss of publicity or loss of opportunity to enhance the Influencer's or Individual's reputation.

- 14.4 **Unlimited liability: the Influencer.** Nothing in the Agreement shall exclude or restrict the liability of the Influencer to the IET:
- 14.4.1 for any breach by the Influencer or the Individual of clause 8 (Confidentiality), clause 11 (Data protection) or clause 19 (Compliance with Applicable Laws and policies); or
 - 14.4.2 under the indemnities at clause 12 (Indemnities) and clause 17 (Status)
- in respect of which, the Influencer's liability shall be unlimited.
- 14.5 **Influencer's general liability cap.** Subject to clauses 14.2 (Prohibited limitations or exclusions), 14.3 (Heads of loss) and 14.4 (Unlimited liability: the Influencer), the Influencer's total liability to the IET in respect of any one claim or series of linked claims arising under or in connection with the Agreement, shall be limited to Fees paid or payable by the IET to the Influencer.
- 14.6 **Unlimited liability: the IET.** Nothing in the Agreement shall exclude or restrict the liability of the IET to the Influencer:
- 14.6.1 for any breach by the IET of clause 8 (Confidentiality); or
 - 14.6.2 under the indemnities at clause 12 (Indemnities)
- in respect of which, the IET's liability shall be unlimited.
- 14.7 **IET's general liability cap.** Subject to clauses 14.2 (Prohibited limitations or exclusions), 14.3 (Heads of loss) and 14.6 (Unlimited liability: the IET), the IET's total aggregate liability to the Influencer under or in connection with the Agreement shall not exceed the total Fees paid or payable by the IET under the Agreement.

15 **Termination**

- 15.1 Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:
- 15.1.1 the other party fails to pay any undisputed sum due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
 - 15.1.2 the other party commits a material breach of any other term of the Agreement and that breach is not capable of remedy or, if remediable, the party having committed the breach fails to remedy that breach within the timeframe notified by the other party (in writing); or
 - 15.1.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
 - 15.1.4 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or

circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or

15.1.5 the other party ceases, or threatens to cease, to carry on business.

15.2 Without affecting any other right or remedy available to it, the IET may terminate the Agreement with immediate effect by giving written notice to the Influencer where the Influencer or Individual:

15.2.1 dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation;

15.2.2 is convicted of any criminal offence; or

15.2.3 has conducted themselves, in the IET's opinion, in such a manner which is damaging, prejudicial and/or adversely affects, or which might damage, prejudice and/or adversely affect, the interests and/or reputation of the IET and/or or the Campaign and/or the Influencer or Individual.

15.3 Without affecting any other right or remedy available to it, the IET may terminate the Agreement on giving not less than 10 days' notice to the Influencer.

15.4 Without affecting any other right or remedy available to it, the IET may terminate the Agreement with immediate effect if the engagement of the Influencer or the Individual by the IET on the terms of the Agreement is determined by the IET or HM Revenue & Customs to be Deemed Employment.

16 Consequence of termination

16.1 On termination (for any reason) or expiry of the Agreement:

16.1.1 the Influencer shall, if so requested by the IET, remove any and all posts of the Deliverables from the Media as soon as practicably possible;

16.1.2 the IET shall without undue delay pay to the Influencer all of the Influencer's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Influencer may submit an invoice, which shall be payable as soon as practicable on receipt of the same from the Influencer;

16.1.3 each party shall, within a reasonable time, return to the other party or (at the other party's option as notified in writing) destroy, all of that other party's property (including any equipment, materials, information (whether Confidential Information or otherwise)) and data (including any personal data) in its possession or control (unless otherwise agreed between the parties);

16.1.4 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect; and

- 16.1.5 the accrued rights and liabilities of the parties as at termination shall not be affected.

17 Status

- 17.1 For the purpose of this clause 17, "**Tax Authority**" means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect tax in the United Kingdom or elsewhere.
- 17.2 The relationship of the Influencer to the IET will be that of independent contractor and nothing in the Agreement shall render it (nor, if applicable, any Influencer's Personnel) an employee, worker, agent or partner of the IET and the Influencer shall not (and shall procure that none of the Influencer's Personnel, if applicable, shall) hold itself out as such.
- 17.3 The Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly, the Influencer shall (and shall procure that any Influencer's Personnel, if applicable, shall):
- 17.3.1 co-operate fully and promptly with any request by the IET relating to any matter arising in connection with the Influencer's or the IET's tax compliance procedures to the extent that it relates or may relate to the arrangements contemplated by the Agreement including this clause 17 (Status);
- 17.3.2 promptly provide such information as the IET shall require from time to time: (a) to enable the IET to determine whether the provision of the Services under or in connection with the Agreement is or will be Deemed Employment and to make any necessary status determinations as may be required by law; and (b) in order to comply with any obligation on the IET to deduct tax or national insurance contributions from the Fees due under clause 6 (Fees and payment);
- 17.3.3 promptly inform the IET of any material change to any information or documentation previously provided in compliance with this clause 17 (Status);
- 17.3.4 promptly provide any other information or documentation that it considers (or ought to reasonably consider) to be materially relevant to enable the IET to make any determinations and to comply with any of its legal obligations referred to in clause 17.3.2 (Status);
- 17.3.5 authorise, request or procure the disclosure of information from the relevant Tax Authority to the IET as the IET may request in the event of an enquiry by such a Tax Authority relating to or in connection with the arrangements contemplated by the Agreement including this clause 17 (Status); and
- 17.3.6 indemnify the IET for and in respect of any and all liability, assessment or claim (including interest, fines, penalties, costs and expenses) incurred, paid or payable by the IET as a result of any failure by the Influencer to provide information, or failure to provide complete, accurate and up-to-date information, as may be requested by the IET for the purposes set out in this clause 17.3 (Status), where such recovery is not prohibited by law.

17.4 The Influencer shall be fully responsible for and shall indemnify the IET or any member of its Group for and in respect of the following:

17.4.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Influencer (or any Influencer's Personnel, if applicable) in respect of the Services, where such recovery is not prohibited by law. The Influencer shall further indemnify the IET against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the IET in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

17.4.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Influencer (or its subcontractors or any Influencer's Personnel, in each case, as applicable) against the IET arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the IET,

provided always that the indemnity in clause 17.4.1 (Status) does not apply to any income tax or National Insurance contributions deducted by the IET if: (a) the provision of Services under or in connection with the Agreement is determined by the IET to be Deemed Employment; and (b) the IET makes the deductions from the Fees under clause 6 (Fees and payment) of the Agreement prior to payment to the Influencer.

17.5 The Influencer warrants that it is not nor will it prior to the cessation of the Agreement, become a Managed Service Company (within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003). The Influencer shall indemnify the IET from and against any costs, liabilities or expenses arising (whether directly or indirectly) out of, or in connection with, any breach of the warranty in this clause 17.5 (Status) or any determination or finding that the Influencer is a Managed Service Company, where such recovery is not prohibited by law.

18 Force majeure

18.1 Neither party shall be in breach of the Agreement if it is prevented from or delayed in carrying on its business and/or material obligations hereunder by a Force Majeure Event provided that:

18.1.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

18.1.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

18.1.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

19 Compliance with Applicable Laws and policies

- 19.1 In performing its obligations under the Agreement, the Influencer shall, and shall procure that the Individual shall comply with all Applicable Laws and any reasonable and relevant policies and procedures notified to it by the IET from time to time.
- 19.2 The Influencer shall, and shall procure that the Individual shall:
- 19.2.1 comply with all applicable laws and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**") and shall not do or omit to do or permit anything to be done which is an offence or which may be deemed to be an offence under the Relevant Requirements;
 - 19.2.2 not engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45 of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46 of the Criminal Finances Act 2017;
 - 19.2.3 not engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023;
 - 19.2.4 comply with all applicable anti-slavery and human trafficking laws and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and shall ensure that it does not discriminate within the meaning of applicable laws relating to diversity, equality, non-discrimination and human rights; and
 - 19.2.5 perform its obligations under the Agreement in an environmentally conscious manner and reduce, to the fullest extent possible, the emissions of GHGs that arise as a consequence of the performance of the Agreement.
- 19.3 Without prejudice to any other rights or remedies which the IET may have, any breach of this clause 19 (Compliance with Applicable Laws and policies) shall be deemed an irredeemable material breach of the Agreement for the purposes of clause 15.1.2 (Termination by the IET for material default).

20 Assignment and other dealings

- 20.1 Subject to clause 20.2 (Assignment and other dealings), neither party shall, without the prior written consent of the other party, assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.
- 20.2 The IET may, upon written notice to the Influencer, assign or otherwise transfer any or all of its rights or sub-contract any or all of its obligations under the Agreement to any member of its Group.

21 Notices

- 21.1 Any notice given under the Agreement shall be in writing, sent for the attention of, and addressed to, the relevant representative set out in the Contract Details (or such other

address or person as the relevant party may notify to the other party) and shall be delivered:

- 21.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 21.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting;
 - 21.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting; or
 - 21.1.4 by email to the relevant email address specified in the Contract Details (or such other email address as the relevant party may notify to the other party), in which case, the notice will be deemed to have been received at the time of transmission, or if this time falls outside of normal working hours, when normal working hours resume, in each case provided that no out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice.
- 21.2 For the purposes clause 21.1.4 (Notice), "normal working hours" means the hours between 09:00 to 17:00 in the United Kingdom (or such other country as has been specified by the receiving party) on a Working Day (or any day other than a Saturday, Sunday or public holiday in the country specified by the receiving party, if other than the United Kingdom).
- 21.3 To prove service of notice under clauses 21.1.1 (Notice) to 21.1.3 (Notice), it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

22 Miscellaneous

- 22.1 **Entire Agreement:** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 **Variation:** No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 22.3 **Waiver:** A waiver of any right or remedy under the Agreement or by Applicable Law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any such right or remedy shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 22.4 **Severance:** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary

to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

- 22.5 **Counterparts:** The Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where the Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of the Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of the Agreement.
- 22.6 **No partnership or agency:** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 22.7 **Third party rights:** Unless it expressly states otherwise, the Agreement does not give rise to any rights for a third party to enforce any term of the Agreement.
- 22.8 **Governing law:** The Agreement and any dispute arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England and Wales.
- 22.9 **Mediation:** If any dispute arises in connection with the Agreement, the parties agree to attempt to resolve the dispute between the parties in the first instance. If the dispute remains unresolved 30 days after one party notified the other of such dispute, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings
- 22.10 **Jurisdiction:** Subject to clause 22.9, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement or its subject matter or formation.
- 22.11 **Language:** The Agreement is drafted in the English language. If the Agreement is translated into any other language, the English language version shall prevail.