

PRECISIFY DIGITAL CAMPAIGN AGREEMENT - CONDITIONS

1. Definitions

- 1 **Campaign:** the digital influencer marketing campaign promoting the Brand pursuant to this Contract.
- 2 **Charges:** the charges payable by the Buyer for the supply of the Services by Precisify, as set out in the Contract Details.
- 3 **Conditions:** these terms and conditions.
- 4 **Confidential Information:** all information (however recorded or preserved) that one party discloses or makes available to the other party (**recipient**) in connection with the Contract and which would be regarded as confidential by a reasonable business person. It does not include information that is or becomes generally available to the public through no fault of the recipient; is independently developed by or for the recipient; or was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is under no confidentiality obligation with respect to that information.
- 5 **Content Piece:** means any individual item of social media content created by an Influencer for the purposes of the Campaign, including without limitation videos, posts, reels, stories, shorts, or other platform-specific formats published on agreed social media channels.
- 6 **Contract:** the contract between the Buyer and Precisify for the supply of the Services comprising the Contract Details and these Conditions.
- 7 **Buyer IP:** means any Intellectual Property Rights made available by the Buyer for the Campaign, including Brand names, trade marks, logos, trade names, slogans, creative assets, guidelines and other materials supplied by the Buyer.
- 8 **Buyer Materials:** all documents, information and materials (whether owned by the Buyer or a third party), which are provided by the Buyer to Precisify in connection with the Services.
- 9 **Effective Date:** as set out in the Contract Details.
- 10 **Go-Live Date:** the date specified as the “Go-Live Date” in the Contract Details.
- 11 **Guaranteed Content:** as applicable, the total number of Content Pieces as specified as “Guaranteed Content” in the Contract Details, to be delivered during the Term (subject to any Makegood Period).
- 12 **Guaranteed Views:** as applicable, the total number of Views specified as “Guaranteed Views” in the Contract Details, to be delivered across all Content Pieces during the Term (subject to any Makegood Period).
- 13 **Influencer:** means an individual creator or social media publisher engaged by the Precisify (and approved by the Buyer where required) to create and publish Content Pieces on their social media channel(s) for the purposes of the Campaign.
- 14 **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, 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, those 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.
- 15 **Makegood Period:** any extension period applied under this Contract solely to allow delivery of the outstanding Guaranteed Views or Guaranteed Content as defined in clause 5.1.
- 16 **Precisify Background Technology:** all software, code, algorithms, models, templates, processes, methodologies, know-how, report formats and systems owned or developed by or for Precisify (and any improvements to any of them), in each case excluding Buyer Materials.
- 17 **Services:** the services set out in the Contract Details.
- 18 **Term:** the term of this Contract as set out in the Contract Details.

19 View: one instance of viewing by any single viewer of a Content Piece.

2. Term

The Contract starts on the Effective Date and, unless terminated earlier in accordance with its terms, shall continue for the Term when it shall automatically expire (subject to any Makegood Period extension in accordance with this Contract).

3. Supply of services

3.1 Precisify shall supply the Services to the Buyer from the Effective Date in accordance with the Contract.

3.2 In supplying the Services, Precisify shall:

- (a) perform the Services with reasonable care and skill in accordance with the generally recognised standards and practices in its industry;
- (b) use reasonable endeavours to coordinate publication of the Content Pieces so that they go live by the Go-Live Date and to meet any other performance dates specified in the Contract but these dates are estimates only. Time is not of the essence for the performance of any of Precisify's obligations in the Contract;
- (c) co-operate with the Buyer in all matters relating to the Services, and comply with all reasonable instructions of the Buyer; and
- (d) comply with all applicable laws (including data protection obligations) from time to time in force.

4. Buyer's obligations

4.1 The Buyer shall:

- (a) co-operate with Precisify in all matters relating to the Services;
- (b) provide Precisify, in a timely manner, with all information and materials as Precisify may reasonably require to provide the Services and ensure that they are accurate and complete in all material respects (including Buyer-provided Brand messaging and talking points, and the link(s) for any required call-to-action);
- (c) where Buyer is responsible for supplying product and/or Brand Materials for the Campaign, provide them in sufficient time and quantity to enable delivery of the Services (including provision to Influencers and/or Precisify as required).
- (d) be solely responsible for the costs of delivering the Brand Materials to Precisify and/ or any Influencer and for any insurance costs during transit;
- (e) where Buyer approval is required under this Contract (including approval of proposed Influencers), provide such approval or rejection promptly and not unreasonably withhold or delay it; and
- (f) comply with all applicable laws (including data protection obligations) from time to time in force in its performance of the Contract.

4.2 To the extent that Precisify's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer (**Excusing Cause**), Precisify shall not be in breach of the Contract nor liable for any losses incurred by the Buyer as a result of its performance being prevented or delayed. Without prejudice to any other right or remedy it may have, Precisify shall be:

- (a) allowed an extension of time to perform its obligations equal to the delay caused by the Excusing Cause; and
- (b) entitled to payment of the Charges despite its performance being prevented or delayed.
- (c) entitled to recover any losses, including additional costs, incurred as a result of the Excusing Cause.

5. Makegood Period

- 5.1 Precisify will notify the Buyer if it is, or believes it is, unable to fulfil the Guaranteed Views or Guaranteed Content (as the case may be) during the Term, in which case the Term will be extended at no additional cost to the Buyer for the time period reasonably necessary to fulfil the Guaranteed Views or Guaranteed Content (the “**Makegood Period**”).
- 5.2 If Precisify is unable to fulfil the Guaranteed Views as a result of Buyer’s refusal to approve proposed Influencers consistent with the Campaign, the Makegood Period will not exceed six (6) months, after which this Agreement will terminate and Buyer’s refund will be limited to 50% of the cost of the Views not fulfilled.
- 5.3 Precisify’s determination as to the number of Views delivered shall be final and binding.
- 5.4 Precisify does not warrant the accuracy of any third-party measurement service.

6. Charges and payment

- 6.1 In consideration for the provision of the Services, the Buyer shall pay Precisify the Charges in accordance with the Contract Details and this clause.
- 6.2 Precisify shall invoice the Buyer for the Charges at the intervals and the amounts specified in the Contract Details.
- 6.3 All sums payable by the Buyer exclude amounts in respect of value added tax (VAT). Where VAT is chargeable, the Buyer shall pay the applicable VAT in addition to the Charges on receipt of a valid VAT invoice..
- 6.4 Without prejudice to any other right or remedy that Precisify may have, if the Buyer fails to pay any sum due to Precisify under the Contract by the due date:
- (a) the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) Precisify may suspend all or part of the Services until payment has been made in full.
- 6.5 All amounts due under the Contract from the Buyer to Precisify shall be paid
- (a) In sterling, in cleared funds; and
 - (b) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual property

- 7.1 As between the parties, the Buyer shall retain ownership of all Intellectual Property Rights in the Brand IP and Brand Materials. The Buyer grants to Precisify a non-exclusive, royalty-free, worldwide licence to use and copy the Brand IP and Brand Materials, and to sub-license the Brand IP and Brand Materials to Influencers, solely to the extent necessary to perform the Services and deliver the Campaign. No rights in the Brand IP or Brand Materials are transferred to Precisify except as expressly stated in this Contract¹.
- 7.2 The Buyer warrants and represents that:
- (a) it owns or has obtained all necessary rights, licences, consents and permissions to provide the Brand IP and Brand Materials to Precisify and to grant the licences contemplated by clause 7.1;

¹ Subject to whether contract with another agency or brand itself

- (b) Precisify's and the Influencers' use of the Brand IP and Brand Materials in accordance with this Contract will not infringe the intellectual property rights (or other rights) of any third party; and
 - (c) all information and instructions provided by the Buyer in connection with the Brand Materials (including any claims, talking points and product information) are accurate and not misleading in any material respect.
- 7.3 All Intellectual Property Rights in the Precise Background Technology are and shall remain the exclusive property of Precisify (or its licensors). No rights in the Precisify Background Technology are transferred to the Buyer under this Contract. The Buyer may use any reports, analytics or other outputs provided by Precisify only for the Buyer's internal business purposes. The Buyer shall not (and shall not permit any third party to) reverse engineer, decompile or otherwise attempt to derive the source code or underlying ideas of any Precisify Background Technology, except to the extent permitted by law.
- 7.4 The parties agree and acknowledge that the Content Pieces and their use may be subject to applicable third-party and platform terms (including music licensing and platform usage rules). Buyer's use of Content Pieces is subject to the scope set out in the Campaign and any applicable third-party and platform restrictions.
- 7.5 Except as expressly stated in this Contract, no intellectual property rights are assigned or transferred between the parties.

8. Disclosures and Influencer compliance

- 8.1 Precisify will use reasonable efforts to ensure that each Influencer:
 - (a) includes appropriate disclosures on the Content Pieces in accordance with applicable laws, rules and guidance; and
 - (b) agrees to comply with Precisify's influencer disclosure policy (as notified to the Influencer).
- 8.2 The Buyer acknowledges that Precisify shall not be responsible or liable for any act, omission, statement or conduct of any Influencer (whether before, during or after the Campaign), including:
 - (a) any failure to include required disclosures;
 - (b) any breach by an Influencer of law, regulation, platform rules or third-party rights;
 - (c) any misleading, defamatory or otherwise unlawful content, or any personal opinions expressed by an Influencer;
 - (d) any fraud, misconduct, negligence, harassment, discrimination or other inappropriate behaviour by an Influencer; or
 - (e) any event, allegation or circumstance relating to an Influencer that causes, or is reasonably likely to cause, adverse publicity or reputational harm to the Buyer and/or the Brand.
- 8.3 Precisify shall, at the request of the Buyer, request removal of content where it considers continued association may harm the Brand.

9. Limitation of liability

- 9.1 Nothing in this Contract shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation.
- 9.2 Subject always to clause 9.1, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of damage to goodwill; and/or
 - (g) indirect or consequential loss.
- 9.3 Except in respect of liability arising under clause 9.1 and subject always to clause 9.2 the liability of one party to the other whether arising in contract, tort, negligence, breach of statutory duty or otherwise under or in connection with this Contract shall not exceed 100% of the Charges paid or payable under this Contract in the preceding twelve month period on the date on which the claim was notified to the other party.

10. Termination

- 10.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 On termination of the Contract for whatever reason:
 - (a) the Buyer shall immediately pay to Precisify all of Precisify's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Precisify may submit an invoice, which shall be payable immediately on receipt;
 - (b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect; and

- (c) termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11. Non-circumvention of Influencers

11.1 To protect the legitimate business interests of Precisify, the Buyer undertakes that, during the Term of this Contract and for a period of 12 months following expiry or termination of it (howsoever arising), it shall not, without the prior written consent of Precisify, whether directly or indirectly and whether for itself or through any third party:

- (a) solicit, approach, negotiate with, contract with, engage, or enter into any commercial arrangement with any Influencer;
- (b) induce, encourage or procure any Influencer to provide services directly to the Buyer or to any third party connected with the Buyer;
- (c) seek to avoid or circumvent Precisify in respect of the engagement, management or commercial exploitation of any Influencer; or
- (d) seek, encourage or respond to any approach from any Influencer with a view to entering into any arrangement which would circumvent Precisify
- (e) assist, facilitate or permit any third party to do any of the acts prohibited by this clause,

in each case where such Influencer was introduced to the Buyer by Precisify, engaged by Precisify in connection with the Campaign, or became known to the Buyer as a result of the performance of the Services.

11.2 If an Influencer makes an unsolicited approach to the Buyer during the restricted period referred to in clause 11.1, the Buyer shall:

- (a) promptly notify Precisify in writing; and
- (b) not engage in any discussions or negotiations with that Influencer except through Precisify.

11.3 The Buyer shall procure that its group companies and its officers, employees, contractors, agents and advisers comply with this clause as if they were the Buyer.

11.4 The Buyer acknowledges that this clause is reasonable and necessary to protect Precisify's legitimate business interests, including its confidential information, influencer relationships, know-how and investment in sourcing, contracting and managing Influencers.

11.5 Without prejudice to any other rights or remedies, any breach of this clause shall be deemed a material breach of the Contract and Precisify shall be entitled to injunctive relief, in addition to damages.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time at any time during the Contract and for a period of five years after termination of the Contract, disclose to any person any Confidential Information of the other party, except as permitted by 12.2 (b).

12.2 Each party may disclose the other party's Confidential Information:

- (a) to those of its employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of exercising its rights or carrying out its obligations under the Contract (**Representatives**). Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this 12.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Contract.

13. General

13.1 Force majeure. Neither party shall be liable for any delay or failure in performing any of its obligations for so long as and to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control.

13.2 Assignment and other dealings

- (a) The Buyer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without Precisify's prior written consent.
- (b) Precisify may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

13.3 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.4 Notices. Any notice required to be given under this Contract shall be given in writing to the address of each party appearing in the Contract Details or to such other address (including an email address) or place as such party may subsequently designate in writing to the other party and sufficiently given if delivered personally, by email or, forwarded by pre-paid first-class post (airmail if overseas) or commercial courier and will be deemed to have been received by the addressee:

- (a) in the case of personal delivery, at the time of such delivery;
- (b) in the case of communication by post or commercial courier, on the first Business Day after dispatch in the case of delivery from and to an address in the United Kingdom and 5 Business Days after dispatch in any other case; and
- (c) in the case of electronic mail ("e-mail"), one Business Day after the time it left the e-mail gateway of the server (or, if earlier, the time the recipient's e-mail server confirms that such e-mail has been read).

This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.5 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

13.6 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.