

PEACH PLUS CONSULTANCY SERVICES AGREEMENT

1 INTRODUCTION

1.1 The Client wishes to purchase and the Consultant wishes to provide a range of services and deliverables as more particularly described in the Statement of Work in Schedule 1 of this Agreement on a retained basis.

1.2 The parties agree that such services and deliverables shall be supplied in accordance with the terms of this Agreement.

2 TERM OF APPOINTMENT

2.1 This Agreement shall commence as of the date shown at the start of this agreement or such other date as stated on the Statement of Work as defined in 4.1 the ("**Effective Date**") and continue for the term specified in the Statement of Work or until termination by either party in accordance with clause 11 ("**Term**").

3 BUSINESS AFFAIRS CONSULTANCY SERVICES

In accordance with the terms and conditions of this Agreement, the Consultant shall provide the business affairs consultancy services as described in detail in a statement of work (the "**Statement of Work**" or "**SOW**") entered into by the parties and attached to this Agreement (collectively, the "**Services**").

4 SERVICE DELIVERY

4.1 The Consultant shall:

4.1.1 apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance of the Services;

4.1.2 comply with all lawful and reasonable directions regarding the Services communicated to it from time to time by the Client (provided such directions do not materially deviate from or add to the Statement of Work and any such material amendment must be agreed in writing beforehand);

4.1.3 keep client materials and documents reasonably safe and secure while they are in the possession or control of the Consultant; and

4.1.4 deliver all deliverables by the dates agreed by the parties in writing.

4.2 If at any time the Consultant becomes aware that it may not be able to perform the Services by any deadline agreed by the parties the Consultant will promptly notify the Client and give details of the reasons for the delay.

5 FEES

5.1 The Client shall pay such fees and charges as set out in the SOW, clause 6.2, and any such additional fees have been agreed in writing by the Client (the "**Fee**").

5.2 For any Services outside Schedule 1 the Client shall pay the Consultant its normal daily rate then in force. For the purposes of determining any fee due, a day means seven hours of work.

5.3 The Fee shall be invoiced by the Consultant at the end of each month, for days worked during the month, for payment by the Client within 30 days from the invoice date.

5.4 In the event that the Client fails to make any payment in full when due to the Consultant under this Agreement, then without prejudice to its other rights and remedies under or in connection with this Agreement or otherwise in law, the Consultant shall be entitled to charge the Client interest on such overdue sum at the rate of 4% above the Bank of England base rate in force from time to time, but at 4% a year for any period when that base rate is below 0%, calculated from the due date up to the date of payment.

6 TAXES

6.1 All Fees and costs are quoted exclusive of VAT at the applicable rate.

7 COPYRIGHT AND OWNERSHIP RIGHTS

7.1 All works of authorship and other materials (including, without limitation, written materials, slogans, drawings, graphic materials, or other materials that are subject to copyright, or similar protection) prepared for the Client shall be work product ("**Work Product**"). Subject to clause 6 and clause 8.2 below the Consultant grants to the Client an irrevocable, royalty free, non-exclusive, worldwide licence to all Work Product. Consultant acknowledges that Client and its successors and assignees shall have the right to obtain and hold in their own name any intellectual property rights in and to such Work Product, and to combine such Work Product with other materials to form an updated work.

7.2 Consultant's Pre-existing Materials. Notwithstanding the foregoing, to the extent that any Work Product developed under this Agreement contains any materials owned by Consultant prior to execution of this Agreement, Consultant shall retain ownership of such Consultant pre-existing materials. Subject to clause 6, Consultant hereby grants Client and its Affiliated Companies an irrevocable, royalty free, non-exclusive, worldwide license to copy, use, exploit, sublicense and modify such Consultant pre-existing

materials (including, without limitation, the right to create and make use of derivative works thereof).

8 LIABILITIES

8.1 Neither party shall be liable to the other (whether under this Agreement or otherwise) for loss of revenues, loss of business, loss of profits or loss of goodwill or for any special, consequential or indirect loss.

8.2 Each party's total liability to the other under this Agreement shall not exceed £100,000 (one hundred and thousand).

8.3 However, nothing in this Agreement shall limit in any way either party's liability for death or personal injury caused by its negligence.

9 FORCE MAJEURE

9.1 If due to war (or threat of or preparation for), strikes, industrial action or labour dispute other than a strike, lockouts, accidents, adverse weather, natural disaster, fire, flood, drought, act or threat of terrorism, epidemic, pandemic, blockades, import or export embargo, cyber attack i.e. any event or sequence of events beyond the Consultant's reasonable control has no control, the Consultant fails to complete its assignment in the manner and within the time required by this Agreement, the Consultant shall not be liable for any delay or default so arising and shall not be held responsible for any loss or damage which may be incurred by the Client as a result of such failure.

10 TERMINATION PROVISIONS

10.1 This Agreement may be terminated by either party on two month's prior written notice to the other. Where Consultant has been instructed to provide a one-off piece of work (rather than to provide continuing services) the Agreement will expire on completion of the Services.

10.2 The Consultant may terminate the Agreement immediately by written notice if:

- 10.2.1 the Client fails to pay sums on their due date;
- 10.2.2 the Client is in material breach of any of the provisions of the Agreement or if such breach is remediable, fails to remedy such breach within 14 days of receipt of written notice requiring the same;
- 10.2.3 the Client fails to accept Consultant's advice on a material regulatory or professional matter concerning the Services; or
- 10.2.4 the Consultant is not satisfied that the parties can continue to provide the Services without being in default of acceptable professional standards or otherwise failing to observe our responsibilities under applicable law.

10.3 The Client may terminate the Agreement immediately by written notice to the Consultant if the Consultant is in material breach of any of the provisions of the Agreement or

if such breach is remediable, fails to remedy such breach within 14 days of receipt of written notice requiring the same.

10.4 The expiry or termination of the Agreement will be without prejudice to any accrued rights and obligations at the date of termination or expiry and, in particular, the Consultant will be entitled to the payment of any fees and expenses properly incurred prior to that date.

11 CONFIDENTIALITY

11.1 Each of the parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, its clients, customers, businesses, business plans or affairs, which information is proprietary and confidential to the other party ("**Confidential Information**").

11.2 Confidential Information shall include any document marked "Confidential", or any information which the recipient has been informed is confidential or which it ought reasonably to expect the other party would regard as confidential.

11.3 Confidential Information shall exclude information which:
11.3.1 at the time of receipt by the recipient is in the public domain;
11.3.2 subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
11.3.3 is lawfully received by the recipient from a third party on an unrestricted basis; and/or
11.3.4 is already known to the recipient before receipt hereunder.

11.4 Each of the parties undertake to maintain the confidentiality of the other party's Confidential Information at all times and to use no less adequate measures than it uses in respect of its own confidential information to keep the other party's Confidential Information reasonably secure. Neither party shall at any time, whether during the Term or at any time thereafter, without the prior written approval of the other party, use, disclose, exploit, copy or modify any of the other party's Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations in connection with this Agreement.

11.5 Each of the parties undertakes to disclose the other party's Confidential Information only to those of its Associates to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement.

11.6 Neither party shall be in breach of this clause 12 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

11.7 Each party hereby indemnifies the other party from and against all Losses arising out of or in connection with the other party's breach of this Clause 13, including breach by each party's Associates.

11.8 The terms of and obligations imposed by this Clause 12 shall survive the termination of this Agreement for any reason.

12 INSURANCE

The Consultant shall take out and maintain professional indemnity insurance policies to the value sufficient to meet its liabilities under or in connection with this Agreement. Upon the Client's reasonable request the Consultant will provide the Client with reasonable evidence that such insurance is in place.

13 GENERAL

13.1 Non-solicitation

The client shall, either directly or indirectly, by or through itself, its affiliate, its agents or otherwise, or in conjunction with its affiliate, its agents or otherwise, whether for its own benefit or for the benefit of any other person solicit, entice, induce or endeavour to solicit, entice or induce any employee or person otherwise engaged by IMD Media, in relation to the provision or receipt of the Services for up to 1 year after expiry or termination of this Agreement.

13.2 Notices

13.2.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the registered office, or email address set out in the SOW, or as otherwise notified in writing to the other party.

13.2.2 Notices shall be deemed received: (i), by personal delivery: on delivery; (ii) by first class post: two business days after posting; (iii) by airmail: seven business days after posting; (iii) by email: the date sent unless a delivery failure notification or similar is received by the sender. If a notice is sent by email after 5.30p.m. on a business day, or on any day which is not a business day, in which case it will be deemed to be received on the next business day.

13.3 Electronic communication and internet

The parties acknowledge that: (i) where appropriate, each party may communicate with the other party and third parties electronically; (ii) the internet can be insecure and subject to viruses; and (iii) electronic communications can be corrupted and may not always be delivered promptly (or at all). The parties will each take such steps as are reasonable to ensure the security of their own networks and systems and of electronic communications.

13.4 Third party rights

Save in respect of: (i) permitted successors and assignees; (ii) associated companies (where

appropriate); and (iii) our directors, officers, employees, representatives or agents, nothing in the Terms confers any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This paragraph will not affect any right or remedy of a third party which exists or is available apart from that Act.

13.5 Severability

If any provision of the Terms is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed and will be ineffective but without affecting any other provisions of the Terms which will remain in full force and effect.

13.6 Waiver and cumulative rights

A failure to exercise, or delay in exercising, any right or remedy in connection with the Terms will not constitute a waiver of that or any other right or remedy. A waiver of a breach of the Terms will not constitute a waiver of any other breach of the Terms. The rights and remedies provided by the Terms are cumulative and (except as otherwise provided in the Terms) are not exclusive of any rights or remedies provided by law.

13.7 No partnership

Nothing in the Terms is intended to or will operate: (i) to create a partnership or joint venture of any kind between the parties; or (ii) save as expressly set out, to authorise a party to act as agent for the other, or to grant a party authority to act in the name of or on behalf of or otherwise to bind the other in any way.

13.8 Entire agreement

The Agreement constitute the entire agreement and understanding of the parties relating to the subject matter hereof. You acknowledge and agree that in entering into the Terms you have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to the Terms or not) other than as expressly set out in the Terms. You irrevocably and unconditionally waive all claims, rights and remedies which but for this paragraph you might otherwise have had in relation to any of the foregoing. Nothing in this paragraph will limit or exclude any liability for fraud.

13.9 Law and jurisdiction

The Agreement and any matters arising in connection with the Services are governed by the laws of England and Wales. The Courts of England and Wales will have exclusive jurisdiction to settle any dispute between us. You irrevocably agree to submit to such jurisdiction and irrevocably waive any objection to any action or proceeding being brought in those courts or any claim that any such action or proceeding has been brought in an inconvenient forum.

13.10 Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SCHEDULE 1
STATEMENT OF WORK

This Statement of Work ("SOW"), adopts and incorporates by reference the terms and conditions of the business affairs consultancy agreement ("**Agreement**"), attached, between the Consultant and the Client, (together, the "**Parties**", and each, a "**Party**"), as it may be amended from time to time. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement.

For the avoidance of doubt, the Consultant does not act as agent for the Client and therefore may not enter into agreements with any third party on behalf of the Client.

SERVICES PROVIDED

1. Gold Services

- Talent contracts and negotiations with agents
- Issues contracts to non talent
- Calculating Usage for artists fees
- Music negotiations
- Rights Management
- Producing production shoot budgets
- Preparing casting briefs
- Complex Contract renewals
- Concept clearance for pitching - working directly with creative to ensure concept adheres to BCAP code in UK or other industry codes in other markets
- Clearance of buildings, artwork, skylines for use in production

2. Silver Services

- Child licenses for using child actors on set
- Clearance from script stage for domestic and cross border mandatory clearance bodies
- Cinema Clearance with BBFC
- Interpreting complex media plans and planning production timings
- Multi territory campaigns - briefing producers on formats, requirements, market information - production watch outs
- Complex rotation instructions - time bands, different weightings
- Managing digital activity

3. Bronze Services

- Final Clearance UK
- Generating rotation instructions
- Placing orders
- Basic quotes
- Arranging 3rd party services - audio description and closed captions, radio

SPEED OF RESPONSE

The Consultant will aim to respond to all requests from the Client (save for those marked 'urgent') for Services within 4 (four) Business Hours. Where a request for Services is marked 'Urgent' by the Client, the Consultant shall aim to respond within 1 (one) Business Hour. Business Hours shall mean Monday to Friday 09:00 to 17:30 (excluding UK bank holidays)