

1 This Site

2 This website (our "**Site**") is operated by Fifty Forward Studio Limited ("**we**", "**our**", "**us**"). Our address is The Cooper Building, 505 Great Western Road, Glasgow, Glasgow, Scotland, G12 8HN. Our VAT registration number is 516 2140 30

3 Our Brand Agreement

3.1 These terms (our "**Brand Agreement**") set out how Brands may purchase Services from us, what we will do, what we won't do, and what you, the Brand, are obliged to do in relation to the purchase of Services.

3.2 If you seek to purchase Services from us you agree to be legally bound by this Brand Agreement.

4 Personal Data

Purchasing Services via from us requires us and third parties to process your personal data. You have various rights, and we have various obligations, in relation to your personal data. Please see our privacy policy at www.fiftyforwardstudio.com/privacy-policy (our "**Privacy Policy**") for further information on how we use your personal data.

5 Agreements

5.1 Below, we set out how a legally binding agreement is made between you and us.

5.2 You may seek to acquire Services from us by completing and executing a brand project form in conjunction with us (the "**Brand Project Form**").

5.3 When we have both executed a Brand Project Form an agreement upon the terms set out in this Brand Agreement is formed between you and us, under which we will endeavour to locate Creators who can provide Services to meet the requirements you have set out in the Brand Project Form.

5.4 Whilst we will try to locate Creators we do not guarantee that we will be able to. If we do not locate Creators, we are not liable to you under this Brand Agreement or otherwise for any such failure.

5.5 Where we locate a Creator we will pass to them the Brand Project Form. The Creator will then confirm to us whether they can provide Services to meet the requirements set out in the Brand Project Form, or not. We will then provide this confirmation to you. Where we provide a confirmation to you we agree with you to procure the Services of the Creator to meet the requirements described in the relevant Brand Project Form.

5.6 Where an agreement is made for the provision by Creator of Services further to your use of our Site (an "**Agreed Arrangement**"), any payments in respect of the Creator's Services ("**Creator Payments**") must be made by you to us, and we will then pay the Creator. If a Creator wishes any payments to be made directly to them you must notify us.

5.7 You agree and undertake to perform any Agreed Arrangement in accordance with its terms.

5.8 In relation to the Services and their receipt and enjoyment you agree to follow all directions we may provide from time to time. You further agree to meet all deadlines, milestones and requirements set out in any relevant Brand Project Form, not obstruct any public or private rights or property, and to immediately notify us of any risk to property, health or safety (whether actual or suspected) which you discover or which becomes apparent in the course of provision of Services, along with any complaint or concern raised in relation to the Services.

- 5.9 You agree promptly to provide to us and our representatives and designates, all such information and materials (and access thereto) as it (or they) may reasonably require in connection with matters relating to the provision of the Services or this agreement by such time(s) as are specified by us
- 5.10 You agree not to cause us to breach or incur additional liability under or in relation to any arrangement entered into or any obligation binding upon us (when compared the liabilities envisaged at the date of entry into force of this agreement.
- 5.11 Our agreement with you shall enter into force as set out above and shall remain in force until either you or us notify the other of termination. Termination of an agreement shall not affect the continuance in force of any provision of the agreement which is intended to survive termination, nor any of your or our accrued rights or liabilities (including any rights we have to receive payments from you).

6 Intellectual Property

You shall retain all right, title and interest in any information, material or content ("**Brand IP**") you provide to us or a Creator. However, you grant to us and any Creator providing Services the right to use that Brand IP to provide the Services and perform this agreement. In relation to any Creator IP (as defined in our Creator Agreement) you shall have the right to use that Creator IP in relation to your business, including the promotion, marketing and advertising thereof. Brand Project Forms may set out further rights and restrictions in relation to Brand IP and/or Creator IP.

7 Payments

- 7.1 Sums payable to us (including for the Services) shall be as set out in the Brand Project Form. We will invoice you for these sums at the times set out in the Brand Project Form. You must pay any invoices issued by us on receipt.
- 7.2 Where an Agreed Arrangement is made we shall be entitled to receive from you a commission upon the Creator Payment due under that Agreed Arrangement, of the amount notified to you (the "**Commission**").
- 7.3 The Commission shall become due and payable to us when the Agreed Arrangement is made and shall be payable irrespective of whether the Agreed Arrangement is completed or not (except where the Agreed Arrangement is not completed to a material extent due to our breach of this Brand Agreement).
- 7.4 We may also require you to pay to us a deposit against sums which may become due to us from you in the future, which shall be refundable only in the circumstances where we have breached our agreement with you and as a result you have not received to a material extent the benefit of that agreement. Where we require a deposit this shall be set out in the Brand Project Form.
- 7.5 If any sum due to us is not paid by its due date then we may (without prejudice to our other rights and remedies) suspend performance of this Brand Agreement (and the provision of Services to you) without liability to you.

8 Warranties etc.

- 8.1 We will provide our services to you with reasonable skill and care. Except as expressly set out hereunder all warranties, conditions, representations and guarantees on our part are excluded from our agreement with you.
- 8.2 You warrant, represent and guarantee to us that you have the right, power and authority to enter into and perform this agreement and have taken all actions necessary for you to take in respect thereof; that entry into and performance of this agreement shall not cause you to be in breach of any other agreement to which you are party; and that you will perform your

obligations hereunder with reasonable skill and care, and in accordance with all good practice relating to the subject matter of this agreement.

- 8.3 Nothing in this agreement shall act to exclude the liability of a party for fraud, fraudulent misrepresentation, or death or personal injury arising due to a party's negligence.
- 8.4 You indemnify and shall keep indemnified us against all loss, cost, expense, damage, claims or liability arising directly or indirectly from your breach of this agreement (including any warranties set out herein); and each and every liability which we may incur and against all damage, expense, loss, cost, claim or proceedings suffered or incurred to the extent that the same relates to personal injury or death of any person whomsoever or loss or injury or damage to any property real or personal arising out of or in the course of or caused by the carrying out of the Services.
- 8.5 We shall not be liable to you for any economic loss, loss of profit, loss of business or production, loss of savings, loss of or damage to goodwill, or any indirect, secondary or consequential loss, cost, expense or damage, howsoever caused. Our liability to you shall be limited to an amount equal to the amount of any payments received by us from you at any given time.

9 Creator Interactions

- 9.1 You agree and undertake to treat Creators with professionalism and respect, not request Services from Creators which may involve activities which are unsafe or inappropriate, or which may result in the creation of unsafe, inappropriate or personal content, or content which breaches the terms of any medium through which it is to be distributed or which otherwise is contrary to applicable laws or relevant industry guidance or codes.
- 9.2 You agree and undertake to communicate with Creators solely through the means provided via our Site.

10 Status

- 10.1 The relationship you to us will be that of independent contractor and nothing in this agreement shall render you (or any person engaged by you) an employee, worker, agent or partner of us and you shall not hold yourself out as such (and shall ensure and procure that no person engaged by you does the same). This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly you shall be fully responsible for the payment of any tax, contributions or other amounts due to any authority in connection with and arising from the performance of the Services and/or the performance of this agreement. You indemnify and shall keep indemnified us against all liability (whether actual or alleged) for payment of such taxes, contributions or amounts. You warrant that you are registered with all relevant taxation authorities as having the status set out in this clause, and that you have paid (and shall pay by their due date) all taxes, contributions and other amounts due to such authorities, and you are not in dispute or default with any such authorities.

11 General

- 11.1 For the purposes of this agreement the following shall apply. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a party includes its personal representatives, successors or permitted assignees. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. Any phrase introduced by the terms "**including**", "**include**", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to writing or written includes faxes and e-mails. All references to times are to the local time in Scotland.

- 11.2 We shall not be liable for any failure or delay in performing our obligations under this agreement to the extent that such failure or delay is caused by a Force Majeure Event. A “**Force Majeure Event**” means any event beyond our reasonable control which by its nature could not have been foreseen or, if it could have been foreseen was unavoidable, and shall include strikes, lock-outs or other industrial disputes (whether involving our own workforce or a third party), failure of subcontractors (including Creators), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, import, export and other trade restrictions, sanctions, action or likely action of any governmental or regulatory authority, action or likely action of any pressure group, lobbying group or other organised or disparate coalition of persons which may (through proposed activities) have a detrimental impact upon our business, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or adverse weather conditions, or default of suppliers or subcontractors.
- 11.3 We may at any time assign, novate, transfer, charge, subcontract or otherwise deal in any other manner with all or any of our rights or obligations under this agreement without a requirement of prior notice to you. You may not assign, novate, transfer, charge, subcontract or otherwise deal in any other manner with all or any of your rights or obligations under this agreement without our prior written consent. Our rights and remedies under or in relation to this agreement are in addition to our rights and remedies implied by law.
- 11.4 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were modified, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. A waiver of any right or remedy of ours under this agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by us to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by us shall preclude or restrict the further exercise of that or any other right or remedy. A person who is not a party to this agreement shall not have any rights under or in connection with it. Any variation to this agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by authorised representatives of the parties.
- 11.5 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with Scots law, and in respect of the determination of which the parties submit to the exclusive jurisdiction of the courts of Scotland. Notwithstanding the foregoing we shall be entitled to seek enforcement of any judgement of the courts of Scotland in such jurisdiction(s) as we may in our sole discretion determine.