

FREELANCER TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In this Agreement:

“**Appointment Form**” means the appointment form to which these Freelancer Terms and Conditions are attached;

“**Confidential Information**” means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and, wherever located) which is marked as being, or which ought reasonably to be considered, confidential to the Sidemen, including without limitation:

- (a) all information regarding the Services;
- (b) all information regarding the earnings, business, financial affairs, staff, customers and subscribers of the Sidemen;
- (c) all social media platform passwords and login information to which the Freelancer may have access to in connection with the Services;
- (d) any know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind;
- (e) all information produced, developed or derived from information disclosed pursuant to this Agreement; and
- (f) the terms and existence of this Agreement;

“**Engagement**” means the engagement of the Freelancer by the Sidemen on the terms of this Agreement;

“**Fee**” means the fee specified on the Appointment Form;

“**Freelancer**” means the freelancer detailed on the Appointment Form;

“**Intellectual Property Rights**” means copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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, 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;

“**Services**” means the services described on the Appointment Form;

“**Sidemen**” means Sidemen Entertainment Limited, a limited company registered in England and Wales with registration number 12349593 and a registered office at Amelia House, Crescent Road, Worthing, West Sussex, England, BN11 1QR;

“**Substitute**” means a substitute engaged by the Freelancer under clause 3.3; and

“**Termination Date**” means the date of termination or expiry of this Agreement, howsoever arising.

1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 A reference to **writing** or **written** includes email.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2 TERM AND TERMINATION

2.1 The Sidemen shall engage the Freelancer and the Freelancer shall provide the Services to the Sidemen on the terms of this Agreement.

2.2 The Engagement shall commence on the Commencement Date and will continue until the Services have been provided by the Freelancer and accepted in writing by the Sidemen or, if earlier, until terminated by either:

2.2.1 the Sidemen on written notice at any time; or

2.2.2 the Freelancer on not less than 2 weeks' written notice.

3 DUTIES AND OBLIGATIONS

3.1 During the Engagement, the Freelancer will:

3.1.1 perform the Services with all reasonable skill and care in accordance with the Sidemen's instructions;

3.1.2 unless prevented by ill health or injury, devote to the carrying out of the Services such time as may be necessary for their proper performance; and

- 3.1.3 promptly give to the Sidemen all such information as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Sidemen.
- 3.2 If the Freelancer is unable to provide the Services due to illness or injury, they will advise the Sidemen of that fact as soon as reasonably practicable. For the avoidance of doubt, no Fee will be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Freelancer may, with the prior written approval of the Sidemen and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services on its behalf, provided that the Substitute will be required to enter into direct undertakings with the Sidemen, including with regard to confidentiality. If the Sidemen accepts the Substitute, the Freelancer will continue to invoice the Sidemen in accordance with clause 4.1 and will be responsible for the remuneration of the Substitute. For the avoidance of doubt, the Freelancer will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Substitute.
- 3.4 The Freelancer shall comply, and will procure that any Substitute shall comply, with all reasonable standards of safety and comply with the health and safety and other procedures of the Sidemen from time to time in force at the location where the Services are provided.
- 3.5 The Freelancer agrees that the Freelancer shall, during the Appointment, provide services to the Sidemen's clients and customers from time to time in the proper provision of the Services ("Clients"). The Freelancer agrees to act in good faith and adhere to the terms of any statement of confidentiality and certificate of engagement provided by any such Client from time to time in relation to that commercial arrangement and further agrees that the Freelancer will also adhere to all of such Client's company policies as notified to the Freelancer from time to time and will, at all times, maintain appropriate standards of behaviour when working for such Clients.

4 FEES AND EXPENSES

- 4.1 In consideration for the performance of the Services in accordance with the terms of this Agreement, the Sidemen will pay the Freelancer the Fee.
- 4.2 The Freelancer shall submit invoices to the Sidemen on a monthly basis setting out the hours and / or days (as applicable) that they have worked for the Sidemen during the preceding month and the Sidemen will pay such invoices in accordance with its usual payment terms.
- 4.3 The Freelancer shall bear its own expenses unless otherwise agreed with the Sidemen in writing in advance and all receipts and other supporting evidence reasonably satisfactory to the Sidemen is provided.

- 4.4 The Freelancer will be responsible for the payment of all taxes and other amounts due in connection with any payment made in connection with the Services and the Freelancer will indemnify the Sidemen and keep the Sidemen indemnified in respect of any such taxes (including penalties and interest) which may be assessed on the Sidemen by reason of any payment made in connection with the Services. The Sidemen will be entitled to make a deduction in respect of any such claims from any amounts due to the Freelancer hereunder. If any tax assessment is made on the Sidemen on the fees payable hereunder then the Sidemen will promptly notify the Freelancer and each party will provide the other with reasonable assistance to resolve/minimise such assessment.

5 CONFIDENTIAL INFORMATION

- 5.1 The Freelancer shall not use or disclose to any person either during or at any time after the Engagement any Confidential Information.
- 5.2 The restriction in clause 5.1 does not apply to:
- 5.2.1 any use or disclosure authorised by the Sidemen or as required by law; or
- 5.2.2 any information which is already in, or comes into, the public domain otherwise than through the Freelancer's unauthorised disclosure.

6 DATA PROTECTION

- 6.1 The Freelancer shall comply with all relevant obligations the General Data Protection Regulation (Regulation (EU) 2016/679), and associated codes of practice when processing personal data relating to Sidemen, any employee, worker, customer, client, supplier or agent of the Sidemen.
- 6.2 If the Freelancer processes any personal data on the Sidemen's behalf under this Agreement, it is intended that the Sidemen will be the data controller and the Freelancer will be a data processor.
- 6.3 The Freelancer will:
- 6.3.1 process any personal data provided by the Sidemen only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Sidemen from time to time;
- 6.3.2 not transfer any personal data provided by the Sidemen outside the European Economic Area without the prior written consent of the Sidemen;
- 6.3.3 promptly inform the Sidemen if any personal data provided by the Sidemen is lost or destroyed or becomes damaged, corrupted, or unusable;
- 6.3.4 notify the Sidemen within 3 (three) business days if it receives a request from a data

subject for access to that data subject's personal data and provide the Sidemen with all reasonable co-operation and assistance in relation to any such request; and

6.3.5 notify the Sidemen immediately if it becomes aware of any unauthorised or unlawful processing of any personal data provided by the Sidemen.

7 INTELLECTUAL PROPERTY

7.1 The Freelancer hereby assigns to the Sidemen all existing and future Intellectual Property Rights that it has created or will create in connection with the Services.

7.2 The Freelancer agrees promptly to execute all documents and do all acts as may, in the opinion of the Sidemen, be necessary to give effect to this clause 7.

7.3 The Freelancer hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdiction) which the Freelancer has or will have in the rights granted under clause 7.1.

8 INSURANCE AND LIABILITY

8.1 The Freelancer will have personal liability for and will indemnify the Sidemen, for any loss, liability, costs (including reasonable legal costs), damages and expenses arising from any breach by the Freelancer of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and will accordingly maintain in force during the Engagement full and comprehensive insurance policies.

8.2 The Freelancer will ensure that all insurance policies required are taken out with reputable insurers acceptable to the Sidemen and that the level of cover and other terms of insurance are acceptable to and agreed by the Sidemen.

9 OBLIGATIONS ON TERMINATION

9.1 On the Termination Date the Freelancer shall:

9.1.1 immediately deliver to the Sidemen all property belonging to the Sidemen which is in its possession or under its control; and

9.1.2 unless otherwise advised by the Sidemen, irretrievably delete any information relating to the business of the Sidemen and all matter derived from such sources which is in its possession or under its control outside the premises of the Sidemen. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as confidential information, and as such, must be deleted from personal social or professional networking accounts.

10 STATUS

10.1 Nothing in this Agreement shall render the Freelancer an employee, worker, agent or partner of the Sidemen and the Freelancer shall not hold itself out as such.

10.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Freelancer will be fully responsible for and will indemnify the Sidemen for and in respect of:

10.2.1 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 the performance of the Services, where the recovery is not prohibited by law. The Freelancer will further indemnify the Sidemen against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Sidemen in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of Sidemen's negligence or wilful default; and

10.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Freelancer or any Substitute against the Sidemen arising out of or in connection with the provision of the Services.

10.3 The Sidemen may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Freelancer.

11 ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understanding between them, whether written or oral relating to its subject matter.

12 SEVERANCE

12.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Agreement.

13 VARIATION

13.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14 COUNTERPARTS

14.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

15 THIRD PARTY RIGHTS

15.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

15.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

16 GOVERNING LAW AND JURISDICTION

16.1 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 English law.

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