

## **Xeim Labs Bespoke Content - Standard Terms and Conditions**

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;

"**Agreement**" means the agreement consisting of these Standard Terms and Conditions and the Order Form;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Centaur**" means Xeim Limited (company registration number 05243851), whose registered office address is at Floor M, 10 York Rd, Bishop's, London SE1 7ND;

"**Centaur Background IPRs**" means all Intellectual Property Rights that are owned by or licensed to Centaur and which are or have been developed independently of this Agreement in each case either subsisting in the Content or otherwise necessary to enable the Client to receive the Content;

"**Centaur Materials**" means any and all materials, drawings, specifications and data supplied by Centaur to the Client;

"**Charges**" means the charges that the Client shall pay Centaur for the delivery of the Content;

"**Client**" the party named as such in the Order Form;

"**Centaur Background IPRs**" means all Intellectual Property Rights that are owned by or licensed to Centaur and which are or have been developed independently of this Agreement in each case either subsisting in the Content or otherwise necessary to enable the Client to receive the Content;

"**Centaur Materials**" means any and all materials, drawings, specifications and data supplied by Centaur to the Client;

"**Client Background IPRs**" means all Intellectual Property Rights in the Client Materials;

"**Client Materials**" means any and all materials, equipment and tools, drawings, specifications, data and other information supplied to the Client by Centaur;

"**Confidential Information**" means the terms of this Agreement and all information in any medium or format (written, oral, visual or electronic) and whether or not marked or described as "confidential" which relates to a Party (the "**Disclosing Party**"), or its Affiliates' respective businesses, finances, employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other Party or to one of its Affiliates in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement;

"**Content IPRs**" means all Intellectual Property Rights in the Content, other than Centaur Background IPRs and the Client Background IPRs.

"**Control**" means, in respect of any corporate entity, the beneficial ownership of more than 50% of the issued share capital of that entity or the legal power to direct or cause the direction of the general management of that entity, and **Controls, Controlled** and **change of Control** shall be construed accordingly;

**"Data Protection Legislation"** means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, as they may be amended and updated from time to time;

**"Estimated Delivery Date"** means the date by which Centaur estimates it will have completed the Content and submitted it to the Client;

**"Content"** means the written article, report, research or other text which is produced by Centaur and delivered to the Client under the terms of this Agreement, as set out in the Order Form;

**"Event of Force Majeure"** means any act or event beyond Centaur's reasonable control, including without limitation strikes, governmental action, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, disease or other natural disaster, failure of suppliers or sub-contractors or failure of public or private telecommunications networks;

**"Intellectual Property Rights"** means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

**"Order Form"** means the document accompanying these Standard Terms and Conditions which specifies the Content to be provided by Centaur to the Client and the commercial terms applicable to the provision of that Content;

**"Party"** means Centaur and the Client and "Party" means either of them as applicable;

**"Personal Data"** shall have the meaning given to it in the Data Protection Legislation; and

**"subsidiary"** has the meaning given in Clause 1.5.

- 1.2 The Clause headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.

- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes e-mail.
- 1.10 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.11 References to clauses are to the clauses of this Agreement.
- 1.12 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, description, definition, phrase or term preceding those terms.
- 1.13 In the event of conflict between a clause in these Standard Terms and Conditions, the Order Form and any document incorporated by reference into this Agreement then the document higher in the order of precedence listed below will prevail in relation to such conflict:
- 1.13.1 the Order Form;
  - 1.13.2 the clauses in these Standard Terms and Conditions; and
  - 1.13.3 any document incorporated by reference.

## 2. **THE COMMISSION**

- 2.1 Centaur shall write or create (as appropriate) the Content for the Client in accordance with the standards and/or specification set out in the Order Form and with reasonable skill and care.
- 2.2 The Content shall be of the style, form and quality specified in the Order Form and otherwise in accordance with good industry standard.
- 2.3 Centaur shall endeavour to deliver the Content to the Client by the Estimated Delivery Date.

## 3. **INTELLECTUAL PROPERTY RIGHTS**

- 3.1 The Centaur Background IPRs shall at all times remain owned by Centaur and/or its licensors. The Client Background IPRs shall at all times remain owned by the Client and/or its licensors.
- 3.2 All Content IPRs shall be owned by the Client.
- 3.3 Centaur hereby assigns to the Client, with full title guarantee and free from all third party rights, Centaur's right, title and interest to the Content IPRs, together with the right to sue for and recover damages or other relief in respect of infringement of the same.
- 3.4 Centaur hereby grants a worldwide, fully paid-up, limited, non-exclusive, non-transferable licence to the Client to store and use the Centaur Background IPRs (only) for the sole purpose of using the Content subject to the terms of this Agreement.
- 3.5 The Client hereby grants Centaur a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Content IPRs and the Client Background IPRs for the sole purpose of delivering the Content to the Client and in connection with any related Services being provided to the Client either now or in the future, including but not limited to Centaur advertising or promoting the Content.
- 3.6 In respect of Content IPRs and any Centaur Background IPRs used in the Content, the Client will ensure that Centaur is credited appropriately in a reasonably prominent position in the Content.
- 3.7 In respect of any Centaur Background IPRs, the Client shall not do any of the following without the prior written consent of Centaur:
- 3.7.1 share or transmit these with any third person, unless otherwise authorised by Centaur;

- 3.7.2 use these for the Client's commercial benefit, including commercially onward vending, distributing, sublicensing, copying, transmitting, publishing, broadcasting, displaying, altering, modifying, (including abbreviating, re-organising or restructuring), making available on a network, reproducing, licensing or otherwise dealing with the Content either directly or indirectly, in any medium in whole or part, other than as permitted under this Agreement;
  - 3.7.3 use these to develop or provide, directly or indirectly, a product or service that is competitive with the services provided by Centaur;
  - 3.7.4 use these for any unlawful or unauthorised purpose;
  - 3.7.5 to the extent these contain Personal Data, use these in any way which does not comply with any obligations the Client may have under Data Protection Legislation;
  - 3.7.6 edit these Content with the prior written consent of Centaur, in its sole discretion, including any images included within the Centaur Background IPRs (digitally or otherwise).
- 3.8 The Client shall fully indemnify, defend and hold harmless Centaur and its Affiliates from and against any and all claims, damages, liabilities, losses, and expenses (including any and all legal fees, expenses and costs) incurred by or asserted against any of them of whatever kind or nature due to any claim that their receipt, possession or use of any of the Content infringes the Intellectual Property Rights or other propriety rights of any third party or is defamatory, except to the extent that the Centaur Background IPRs are the infringing materials.

#### 4. **CHARGES**

- 4.1 The Client shall pay Centaur the Charges within 30 days of receipt by the Client of Centaur's invoice.
- 4.2 Unless otherwise stated, all amounts payable under this Agreement:
- 4.2.1 are exclusive of value added tax, which shall be paid at the applicable rate at the time of making the relevant payment; and
  - 4.2.2 shall be paid in full, without any set-off, deduction or withholding, to such UK bank account as specified by the Centaur from time to time.
- 4.3 In the event that the Client fails to make payment of any amount due under this Agreement by the due date for payment of the same, Centaur may charge the Client interest on the overdue amount, payable immediately on demand, from the due date for payment of the same up to the date of actual receipt, at the rate of two percent (2)% per annum above the Bank of England base rate from time to time.

#### 5. **LIABILITY**

- 5.1 Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from the negligence of that Party or of its employees while acting in the course of their employment, or any other liability which cannot be excluded by law.
- 5.2 Subject to Clause 5.1, neither Party shall be liable to the other under this Agreement for any:
- 5.2.1 loss of profits, business, contracts, anticipated savings, goodwill or revenue; or
  - 5.2.2 any indirect or consequential loss or damage,
- howsoever arising out of or in connection with the performance of its obligations under this Agreement or any breach thereof, even if such Party was advised in advance of the possibility of such loss or damage occurring.
- 5.3 Subject to Clause 5.1, Centaur's maximum aggregate liability to the Client in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with this Agreement shall be limited to a sum equal to 100% of the Charges paid by the Client.
- 5.4 Save as otherwise set out in these Standard Terms, Centaur does not make any representations or warranties, including without limitation, representations or warranties relating to the timeliness, currency, accuracy, completeness, merchantability or fitness for a particular purpose. Centaur shall

not be liable to the Client or to any third party for any loss suffered as a result of any use, interpretation or communication of the Content.

5.5 The provisions of this Clause 5 shall survive the expiry or earlier termination of this Agreement howsoever arising.

## 6. **FORCE MAJEURE**

6.1 Centaur shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by an Event of Force Majeure.

6.2 If an Event of Force Majeure occurs that affects the performance of Centaur's obligations under this Agreement, Centaur shall attempt to contact the Client as soon as reasonably possible to notify it of this and Centaur's obligations under this Agreement shall be suspended and the time for performance of Centaur's obligations shall be extended for the duration of the Event of Force Majeure.

## 7. **ASSIGNMENT AND OTHER DEALINGS**

Centaur may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement. The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without Centaur's prior written consent.

## 8. **CONFIDENTIALITY**

8.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party except as permitted by Clause 8.2.

8.2 Each Party may disclose the other Party's Confidential Information:

8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 8; and

8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including any relevant securities exchange.

8.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

## 9. **ANNOUNCEMENTS**

Neither Party shall make, or authorise any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## 10. **ENTIRE AGREEMENT**

10.1 This 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.

10.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

## 11. **COSTS**

Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

12. **VARIATION**

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

13. **WAIVER**

No failure or delay by a Party 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. **RIGHTS AND REMEDIES**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15. **SEVERANCE**

15.1 If any provision or part-provision of this 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. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

15.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. **NO PARTNERSHIP OR AGENCY**

16.1 Nothing in this 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.

16.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

17. **FURTHER ASSURANCE**

Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

18. **NOTICES**

18.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

18.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

18.1.2 sent by email to [legalnotices@centaurmedia.com](mailto:legalnotices@centaurmedia.com)

18.2 Any notice shall be deemed to have been received:

18.2.1 if delivered by hand, on signature of a delivery receipt;

18.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

18.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

18.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

19. **COUNTERPARTS**

- 19.1 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.
- 19.2 Transmission of the executed signature page of a counterpart of this agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

20. **THIRD PARTY RIGHTS**

- 20.1 Except as expressly provided in Clause 20.2, 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.
- 20.2 The Client's obligations under this Agreement (including any representations, warranties and undertakings) are given for the benefit of all Centaur Affiliates. It is intended that all Centaur Affiliates may enforce the benefits conferred on it under this Agreement in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.
- 20.3 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.

21. **GOVERNING LAW**

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 the English law.

22. **JURISDICTION**

Each Party irrevocably agrees that the courts of England and Wales 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).