

GOALHANGER

BRAND PARTNERSHIP TERMS AND CONDITIONS

1. Interpretation

1.1. In this Agreement:

Applicable Laws means all applicable laws, statutes, regulations from time to time in force;

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

Business Hours means the period from 9.00 am to 5.00 pm on any Business Day;

Brand Partnership Terms and Conditions means these terms and conditions;

Campaign means the campaign specified in the Statement of Work;

Client means the entity identified as such in the Statement of Work;

Client Materials any information, assets and materials provided by the Client to Goalhanger in connection with the Deliverables including logos, fonts, images, audio or visual media, colourways, graphics;

Deliverables means any and all content, materials and other deliverables produced by or on behalf of Goalhanger in relation to the Campaign, as specified in the Statement of Work;

Fee means the fee specified in the Statement of Work;

Force Majeure Event means an event not within a party's reasonable control including strikes, lock-outs or other industrial disputes (whether involving the workforce of Goalhanger or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, outbreak of a disease, breakdown ICT infrastructure, fire, flood, storm or default of suppliers or subcontractors;

Go-Live Date means, subject to clause 3.3, the go-live date of any Deliverable;

Goalhanger means Goalhanger Podcasts Ltd, a limited company registered in England and Wales with number 13846551 and a registered office at 3rd Floor 21 Perry Mount Road, Haywards Heath, England, RH16 3TP;

Guaranteed Impressions means, subject to clause 3.4, the number of impressions stated in the Statement on Work that Goalhanger agrees will be achieved in respect of a Deliverable during the Partnership Period;

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;

Partnership Period means the period during which the Deliverables will be made placed in the content and / or marketing materials (as applicable) of the Podcast, as specified in the Statement of Work;

Payment Terms means the payment terms for the Fee as set out in the Statement of Work;

Podcast means the podcast identified as such in the Statement of Work;

Services means the services specified in the Statement of Work, including all Deliverables;

Special Terms means special terms that apply to this Agreement, as set out in the Statement of Work (if any);

Statement of Work means the statement of work to which these Brand Partnership Terms and Conditions are attached;

Term has the meaning given to it in clause 2;

Termination Date means the date of termination or expiry of this Agreement, howsoever arising; and

VAT means value added tax chargeable in the UK.

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, words in the singular shall include the plural and in the plural shall include the singular.

1.6. Any words following the terms **including** or **include** 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.

2. Commencement and duration

This Agreement shall commence on the date it is signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until expiry of the Partnership Period when it shall terminate automatically without notice (**Term**).

3. Services

3.1. The Client engages Goalhanger to provide the Services and Goalhanger agrees to provide the Services in accordance with the terms of this Agreement.

3.2. Subject to the performance of the Client of its obligations under this Agreement, Goalhanger agrees to use its reasonable efforts to:

(a) perform the Services and provide the Deliverables using reasonable care and skill and in accordance with the Client's instructions in relation to the Campaign, requested timeframes and/or Go-Live Dates, but time will not be of the essence;

- (b) ensure that the Deliverables comply with the relevant media platform terms of use, all Applicable Laws, the CAP and BCAP advertising codes and the Competition and Markets Authority's guidance, as updated from time to time. Without limiting the foregoing, Goalhanger shall use its reasonable endeavours to include an appropriate disclosure in the Deliverables, such as a 'brand handshake' or any other branded content tool used by the applicable media platform in the Deliverables; and
- (c) ensure that the Deliverables will not include anything which is or which may be regarded as in any way defamatory, racist, homophobic, sexist or otherwise discriminatory or offensive.
- 3.3. Any Go-Live Date provided by Goalhanger is an estimate only and is subject to change. In the event that a Go-Live Date provided by Goalhanger does need to change, the parties shall enter into good faith discussions about the Go-Live Date and shall endeavour to agree new revised Go-Live Date. If the parties are unable to agree a revised Go-Live Date, Goalhanger shall then determine the Go-Live Date in its sole discretion.
- 3.4. If necessary to achieve the Guaranteed Impressions, Goalhanger reserves the right to, in its sole discretion, place any of the Deliverables in the content and / or marketing materials of any of its other podcasts in the Goalhanger Podcasts network, during the Partnership Period.
- 4. Client obligations**
- 4.1. Client agrees to:
- (a) co-operate with Goalhanger in all matters relating to the Campaign, Services and Deliverables;
- (b) deliver fully approved Client Materials to Goalhanger to perform the Services and produce the Deliverables;
- (c) provide Goalhanger with access to any other resources within the Client's control, possession or custody which are necessary to perform the Services and produce the Deliverables;
- (d) provide Goalhanger with access to Client personnel who are duly authorised to provide input and/or approvals on behalf of the Client as and when required by Goalhanger; and
- (e) ensure that all licences and permissions to fully exploit the Client Materials are fully agreed with any third-party provider, agency or other individual and/or entity before they are delivered to Goalhanger.
- 4.2. The Client will ensure that it performs its obligations under this Agreement on or before any deadlines given by Goalhanger from time to time.
- 4.3. The Client will respond to any request for approval of the Deliverables within 48 hours. Should Goalhanger not receive a response from the Client within 48 hours of its request for approval of the Deliverables, the Client's approval of the Deliverables shall be deemed.
- 4.4. If Goalhanger's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Goalhanger shall be afforded an extension of time in which to deliver the Deliverables equivalent to the amount of time of the Client's delay.
- 5. Fee**
- 5.1. Goalhanger will invoice the Fee to the Client for the Services in accordance with the Payment Terms.
- 5.2. The Client shall pay each invoice submitted to it by Goalhanger within 30 days from the date of the invoice.
- 5.3. Without prejudice to any other right or remedy that it may have, if the Client fails to pay Goalhanger any sum due under this Agreement on the due date the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 5.4. All sums payable to Goalhanger under this Agreement are exclusive of VAT, and, if applicable, the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.
- 5.5. All sums payable under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6. Intellectual property rights**
- 6.1. Goalhanger and its licensors shall retain ownership of all Intellectual Property Rights in the Services and Deliverables, excluding the Client Materials.
- 6.2. The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.
- 6.3. The Client grants Goalhanger a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement for the purposes of providing the Services in accordance with the terms of this Agreement.
- 6.4. Should the Client wish to enter any awards in respect of the Campaign, the Client must notify Goalhanger to obtain its prior approval of such use of the Deliverables.
- 7. Warranties and indemnities**
- 7.1. The Client warrants, represents and undertakes that the Client Materials:
- (a) are wholly original and their use in accordance with this Agreement will not infringe the intellectual property rights of any third party;
- (b) will not breach any contract, Applicable Law or duty of confidentiality, infringe data protection rights or constitute contempt of court;
- (c) will not contain any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous; and
- (d) will comply with all Applicable Laws, the CAP and BCAP advertising codes, the Competition and Markets Authority's guidance on social media endorsements and all other applicable regulatory guidance, as updated from time to time.
- 7.2. The Client shall indemnify Goalhanger against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by Goalhanger arising out of or in connection with any third-party claims or any action, adjudication or decision taken against Goalhanger by any regulatory body, in each case directly or indirectly arising (in whole or in part) out of any breach of clause 7.1.
- 8. Limitation of liability**
- 8.1. References to liability in this clause 8 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort

(including negligence), misrepresentation, restitution or otherwise.

8.2. Nothing in this Agreement shall limit Goalhanger's liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

8.3. Subject to clause 8.2, Goalhanger's total liability to the Client under or in connection with this Agreement shall not exceed the total Fees paid to Goalhanger.

8.4. Subject to clauses 8.2 and 8.3, Goalhanger shall not have any liability to the Client for:

- (a) loss of profits or income;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) indirect or consequential loss; or
- (g) loss of publicity or loss of opportunity to enhance the Client's reputation.

9. Termination

9.1. Without affecting any other right or remedy available to it, either party to the Agreement 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 this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, 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), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 9.1(b); or
- (c) the other party suspends or ceases, or threatens to suspend or cease, carrying on business.

9.2. A material breach of this Agreement shall include any failure by the Client to pay the Fees in accordance with the Payment Terms.

9.3. Without affecting any other right or remedy available to it, Goalhanger may terminate this Agreement with immediate effect by giving written notice to the Client, if:

- (a) the Client becomes subject to, or receives notice that it may become subject to, any order, fine, sanction, investigation, or other regulatory enforcement action or proceeding by any relevant authority or body; or
- (b) any statutory or regulatory authority with jurisdiction over the Client conducts an investigation into the Client, imposes any fine or sanction on Client, or if Client is subject to any other regulatory procedure which, in Goalhanger's reasonable opinion, may: (i) result in the Client losing any of its operating licences, permits or

authorisations from any relevant authority; or (ii) have a material adverse impact on Goalhanger's business or reputation.

10. Consequences of termination

10.1. On termination of this Agreement by the Client under clause 9.1, if Goalhanger has performed part of the Services as at the Termination Date, Goalhanger shall be entitled to (as applicable) invoice the Client in respect of the part Services performed or to refund the Client the Fees paid for the Services not performed, calculated on a pro-rata basis.

10.2. On termination of this Agreement for any reason, except by the Client under clause 9.1, any Fees already paid by the Client will not be refunded and the Client will immediately pay to Goalhanger all of Goalhanger's outstanding unpaid invoices and, in respect of any part of the Fee for which no invoice has yet been submitted, Goalhanger may submit an invoice.

10.3. Any termination of this Agreement howsoever caused shall not affect any rights or liabilities which have accrued to either party prior to the date of termination and notwithstanding any such termination, each party shall continue to be entitled to all rights and other entitlements as set out under this Agreement.

11. Confidentiality

11.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the terms of this Agreement, the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.

11.2. Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. Data protection

Each party shall comply with all its obligations under the EU General Data Protection Regulation 2016/679 and any other applicable or equivalent data protection or privacy legislation, regulations or guidance from time to time relating to the processing of personal data.

13. Force Majeure

13.1. If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, it shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

13.2. If a Force Majeure Event prevents a party from performing its obligations under this Agreement for more than 10 Business Days, the non-affected party shall have the right

to terminate this Agreement immediately by giving written notice to the party affected by a Force Majeure Event.

- 13.3. In the event this Agreement is terminated by a party due to a Force Majeure Event, the Client shall pay the Fees attributable to the period up to the Termination Date (calculated on a pro-rata basis) to Goalhanger. For the avoidance of doubt, any costs already incurred by Goalhanger and/or any Fees already paid in relation to the Deliverables up to the Termination Date shall be non-refundable.

14. Notices

- 14.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to the email address on the Statement of Work, and the following email addresses for Goalhanger: charlotte@goalhanger.com cc. jack@goalhanger.com
- 14.2. Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 14.3. This clause 13 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Entire agreement

- 15.1. 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.
- 15.2. The parties agree that any terms and conditions of the Client shall not apply.

16. Counterparts

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

17. Severance

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.

18. Variation

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

19. Assignment

Neither party may at any time assign, novate, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed.

20. Third party rights

- 20.1. 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.
- 20.2. 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.

21. Governing law and jurisdiction

- 21.1. 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.
- 21.2. 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).