



EVERYONE TV LIMITED

as Customer

YOTTA MEDIA LABS LIMITED

as Consultant

Consultancy Services Agreement





THIS AGREEMENT is made this 31 July 2023

BETWEEN:

- (1) **EVERYONE TV LIMITED** a company registered in England (company registration number 05422613) whose registered office is at Triptych Bankside, 6th Floor, 185 Park Street, London, SE1 9SH (the "**Customer**"); and
- (2) **YOTTA MEDIA LABS LIMITED** a company registered in England (company registration number: 10313472) whose registered office is 20 Leighton Avenue, Pinner, Middlesex, United Kingdom, HA5 3BW (the "**Consultant**").

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

"**Business Day**" means a day other than a Saturday, Sunday or bank or public holiday in England and Wales;

"**Change of Control**" means a change in the identity of the person who has Control;

"**Claim**" means any action, claim, demand, proceeding, filing, objection or complaint of any nature or kind;

"**Confidential Information**" means:

- (a) the existence and terms of this Agreement;
- (b) all information disclosed to the relevant party by or on behalf of the other party in connection with this Agreement and which relates to the provisions of this Agreement, the negotiations relating to this Agreement or the subject matter of this Agreement;
- (c) know-how, secret processes and inventions disclosed to the relevant party by or on behalf of the other party in connection with this Agreement;
- (d) all other information disclosed to the relevant party by or on behalf of the other party (whether before or after the date of this Agreement) which is marked as or has been otherwise indicated to be confidential or which derives value to a party from being confidential or which would be regarded as confidential by a reasonable business person;

"**Consultant Background IPR**" means all Intellectual Property Rights or other proprietary rights in existence prior to the Effective Date owned by the Consultant, its subcontractors or any third party, the use of which is necessary for or incidental to:

- (a) the provision of the Services; or
- (b) the receipt of the full benefit of the Services by the Customer;



"Consultant Personnel" means the Consultant's employees, agents, consultants (including any specified individuals named in Schedule 1) and individual subcontractors of the Consultant who provide or who are involved in the provision of the Services;

"Control" means the right to control, directly or indirectly, the activities of a person, whether through way of contract, ownership or the ability to control the voting powers of shares, the ability to control the board or management of such person or otherwise;

"Customer Background IPR" means Intellectual Property Rights in existence prior to the Effective Date and either owned by or licensed to the Customer;

"Customer Group" means the Customer and any entity that controls is controlled by, or is under common control with the Customer;

"Customer Sites" means the sites owned or occupied by the Customer;

"Data Protection Law" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).;

"Effective Date" means the date of execution of this Agreement by both parties;

"Fees" means the fees payable by the Customer to the Consultant for the Services as set out in clause 9 and Schedule 1;

"Foreground IPR" means Intellectual Property Rights or other proprietary rights created by the Consultant, any subcontractor of the Consultant or by Consultant Personnel directly or indirectly in the performance of, or for the purposes of providing, the Services, but excluding the Consultant Background IPR;

"Good Industry Practice" means the degree of skill, diligence, prudence, efficiency, timeliness and foresight which would reasonably be expected from a skilled and experienced Consultant of similar services seeking to comply with its contractual obligations and seeking to avoid any liability arising under any duty of care that might reasonably be contemplated by such a Consultant;

"Insolvency Event" means where a person ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction;

"Intellectual Property Rights" means patents, petty patents, utility models, trade marks, design rights, applications for any of the foregoing, copyright, database rights, semi-conductor topography rights, trade or business names, domain names, and website addresses whether registrable or otherwise, (including applications for and the right to apply for registration of any



such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions;

"Law(s)" means statutes, statutory instruments, regulations, orders, and other legislative provisions in any jurisdiction including any delegated or subordinate legislation, any enforceable community rights within the European Community and any judgment of a relevant court of law or decision of a tribunal or competent authority and, in particular, Data Protection Law;

"Loss" means any actions, claims, costs, damages, demands, expenses, fines, liabilities, losses, penalties and sanctions (including amounts paid in settlement, out-of-pocket expenses and interest);

"Project" means the project as specified in Schedule 1;

"Project End Date" means the date specified in Schedule 1;

"Services" means the services specified in Schedule 1 below;

"Term" means the period defined at clause 2.1;

"VAT " means value added tax as provided for in the Value Added Taxes Act 1994 and subordinated legislation made under it or any similar sales or turnover tax in any jurisdiction; and

"Virus" means any item, software, device or code which is intended by any person to, or which is likely to, or which may:

- (a) impair or prevent the operation of any software or computer systems;
- (b) cause loss of, or corruption or damage to any software or computer systems or data;
- (c) prevent access to any software or computer system or data; or
- (d) damage the reputation of the Customer;

including any computer virus, Trojan horse, worm, software bomb, authorisation key, licence control utility or software lock.

1.2 In this Agreement, unless the context otherwise requires or the contrary intention appears:

- (a) any reference to an enactment (which term shall include any directly applicable EC legislation) includes:
 - (i) that enactment as amended, extended, consolidated, re-enacted or applied by or under any other enactment before or after this Agreement; and
 - (ii) any subordinate legislation made (before or after this Agreement) under that or any other applicable enactment, including one within 1.1(a)(i) above or 1.1(a)(ii);
- (b) the singular includes the plural and vice versa, and reference to any gender includes the other genders;



- (c) references to a person include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having a separate legal personality);
- (d) references to this Agreement or any other agreement or document are to this Agreement or such other agreement or document as it may be validly varied, amended, supplemented, restated, renewed, novated or replaced from time to time (in each case, however fundamentally);
- (e) references to a party to this Agreement include a reference to its successors and permitted assigns under this Agreement;
- (f) any reference to:
 - (i) "**subsidiary**" and "**holding company**" have the meanings given in Section 1159 of the Companies Act 2006, 2006 (and clause 1.2(a) shall not apply in relation to this clause 1.1(f)(i));
 - (ii) an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing includes, in respect of any jurisdiction other than England, a reference to what most nearly approximates in that jurisdiction to the English legal term;
- (g) the words "**including**" and "**in particular**" and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions;
- (h) all Schedules, Appendices and the background to this Agreement form part of it and take effect as if set out in this Agreement, and any reference to this Agreement includes the Schedules, Appendices and background; and
- (i) references to clauses, Schedules and Appendices refer to clauses of, and schedules and appendices to, this Agreement.

1.3 The headings in this Agreement are for convenience only and do not affect its interpretation.

2. Term

2.1 This Agreement shall begin on the Effective Date and shall continue until 30 September 2023, unless otherwise agreed in writing between the parties (the "**Term**").

2.2 Either party may terminate the Project and/or this Agreement prior to the expiry of the Term for any reason by giving at least one (1) month's prior written notice to the other party.

3. Services

3.1 The Consultant shall make available to the Customer Group the Services on the terms of this Agreement and any applicable Services schedule.

3.2 The Consultant shall (and shall procure that any Consultant Personnel and subcontractors shall) perform the Services in accordance with this Agreement and any applicable Services schedule.



- 3.3 This Agreement relates solely to the Services. The Customer is under no obligation to offer further engagements to the Consultant and the Consultant is under no obligation to accept any engagements that may be offered by the Customer.
- 3.4 The Consultant shall not be required to provide any advice, assistance or deliverables in addition to the Consultant Services, as defined in Schedule 1 of the Agreement.
- 3.5 Any requests by the Customer to provide such additional advice and assistance shall be subject to the prior approval of the Consultant and agreement between the Consultant and the Customer as to the level of fees payable for such additional advice and assistance.
- 3.6 In the event that such additional advice and assistance is agreed, the Consultant must notify the Customer of the terms upon which such services shall be provided including details of any new fee arrangements in order that the fee arrangement between the Consultant and Customer as set out in clause 9.1 may be adjusted accordingly.

4. General Undertakings

- 4.1 Each party undertakes to the other that:
 - (a) it has all necessary power and authority to enter and perform its obligations under this Agreement;
 - (b) once duly executed, this Agreement will constitute legal, valid and binding obligations on it;
 - (c) it is solvent and able to perform all of its obligations under this Agreement and will remain so throughout the Term; and
 - (d) entering this Agreement will not cause that party to be in breach of any other contract to which it is a party or any statutory or other legal requirement.
- 4.2 The Consultant warrants that neither it nor any Consultant Personnel or any of its subcontractors or any person acting on its behalf has offered, given or agreed to give any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with the Customer entering this Agreement.

5. Consultant Undertakings

- 5.1 The Consultant undertakes:
 - (a) that it will perform its obligations under this Agreement in a timely and professional manner using Good Industry Practice;
 - (b) that all Consultant Personnel (if any) are suitably skilled, experienced and qualified to carry out the duties and tasks assigned to them in connection with the performance of the Services;
 - (c) to comply with (and to procure that the Consultant Personnel comply with) the Customer's reasonable requests in carrying out the Services;



- (d) that it will not (and the Consultant Personnel and subcontractors will not) introduce or enter any Virus into any Customer software or into systems operated or used by the Customer, and that it will notify the Customer of the introduction of any Virus into any Customer software or any such system forthwith upon becoming aware of its introduction;
- (e) to report to and liaise with the Customer and to act only to the extent of the Service related requests given to the Consultant from time to time by the Customer; and
- (f) to promptly report to the Customer:
 - (i) any breach of this Agreement by the Consultant; and
 - (ii) any fact or matter that is reasonably likely to prevent the Consultant from complying with its obligations under this Agreement;

upon becoming aware of the same.

6. Compliance with Laws

- 6.1 The Consultant shall perform its obligations under this Agreement in a manner that complies with all Laws in force during the Term and shall not cause the Customer to breach any Laws in force during the Term.
- 6.2 The Consultant shall immediately notify the Customer if it becomes aware of any allegation of non-compliance with any Law by any person in relation to this Agreement.
- 6.3 As soon as the Consultant becomes aware of any change that should be made to the Services to ensure that the Services and the performance of them conform to any Law, Good Industry Practice or any new legal or regulatory requirement which affects the Services, the Consultant shall notify the Customer of the change and, unless otherwise instructed by the Customer, the Consultant shall carry out the change as part of the Services at no charge to the Customer.

7. Customer Sites

- 7.1 In providing the Services at a Customer Site the Consultant shall, and shall procure that all Consultant Personnel shall, comply with any security and site procedures specified by the Customer, insofar as they are applicable to independent contractors.
- 7.2 The Customer shall provide all necessary security passes and controlled access for Consultant Personnel who are to have access to any Customer Site.
- 7.3 To the extent permitted by Law, the Consultant agrees that access to the Customer Sites is at its or any of the Consultant Personnel's own risk and the Consultant shall be responsible for the health and safety of all Consultant Personnel at the Customer Sites.
- 7.4 The Consultant shall promptly vacate all Customer Sites occupied under this clause 7 upon the termination of this Agreement and shall make good to the Customer's satisfaction any damage caused by the Consultant or by any Consultant Personnel in the course of their occupation, use or vacation of a Customer Site.



- 7.5 The Consultant may provide the Consultant Services from such locations as agreed between the Consultant and Customer. When necessary the Customer shall provide the Consultant with appropriate access to the Customer's facilities as is necessary for the effective conduct of the Services.

8. Consultant Personnel

- 8.1 The relationship of the Consultant (and the Consultant Personnel) to the Customer will be that of independent contractor, and nothing in this Agreement shall render it (nor the Consultant Personnel) an employee, worker, agent or partner of the Customer and the Consultant shall not hold itself out as such and shall procure that the Consultant Personnel shall not hold itself out as such.
- 8.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Customer for and in respect of:
- (a) 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 either the performance of the Services or any payment or benefit received by the Consultant Personnel in respect of the Services, where such recovery is not prohibited by Law. The Consultant shall further indemnify the Customer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
 - (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Consultant Personnel against the Customer arising out of or in connection with the provision of the Services.
- 8.3 If the Consultant is unable to provide the Services due to illness or injury, the Consultant shall advise the Customer of that fact as soon as reasonably practicable. For the avoidance of doubt, no Fee shall be payable in respect of any period during which the Services are not provided.
- 8.4 The Consultant warrants that it is not, nor will it become during the Term, a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.
- 8.5 The Consultant shall provide Consultant Personnel to the Customer who are skilled professionals and shall use their own initiative as to the manner in which the Services are undertaken, provided that in doing so the Consultant shall co-operate with the Customer and comply with all reasonable and lawful Service related requests of the Customer.

9. Payment and Related Provisions

- 9.1 The Customer shall pay the Consultant a fee as set out in Schedule 1.. For the avoidance of doubt, each day shall comprise not less than seven and a half (7.5) hours of actual time spent working by the Consultant on the Services.
- 9.2 At the Effective Date, the parties have agreed that the Consultant can provide the Services on an ad-hoc day basis as agreed between the Consultant and Customer each week in advance throughout the Project via email unless otherwise specified in Schedule 1.



- 9.3 On the last working day of each month during the Term the Consultant shall submit to the Customer an invoice which gives details of: (i) the days which the Consultant, Consultant Personnel or subcontractor has worked, (ii) the Services provided, and (iii) the Fees therefore payable for the Services during that month.
- 9.4 The Consultant shall retain the right, at its discretion, to apply a surcharge at a rate of five percent (5%) above the Bank of England base interest rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 if payment to the Consultant is delayed for longer than the period specified in clause 9.6.
- 9.5 The Customer shall be entitled to deduct from the Fees (and any other sums) due to the Consultant any sums that the Consultant or the Consultant may owe to the Customer at any time.
- 9.6 In consideration of the proper provision of the Services in accordance with this Agreement, the Customer will pay invoices within thirty (30) days after receipt of the correct invoice in accordance with clause 9.3 and with supporting records unless the Customer disputes the whole or any portion of an invoice in which case the amount in dispute shall not be due and Customer shall notify the Consultant of the amount in dispute and the nature of the dispute. The Customer and the Consultant shall use reasonable endeavours to resolve the dispute in question within ten (10) Business Days of the dispute arising. Following resolution of the dispute:
- (a) the Consultant will issue an invoice that meets the requirements of clause 9.3 in the agreed amount; and
 - (b) the Customer will pay the agreed amount to the Consultant within thirty (30) days after receipt of a correct invoice in respect of such amount.
- 9.7 The Customer shall reimburse the Consultant for such additional travelling and other expenses as are properly incurred by the Consultant in the performance of its duties under this Agreement provided such expenses have been agreed in writing before they were incurred. No uplift shall be payable on such expenses.
- 9.8 The Consultant shall not be entitled to any payment other than as specified in this clause 9 in relation to the provision of the Services and the carrying out of the Consultant's obligations under this Agreement.

10. Intellectual Property Rights

- 10.1 The Consultant represents that the Consultant has executed a deed of assignment in the form annexed to this Agreement and warrants that it has provided to the Customer an original of this assignment on or before the Effective Date.

Assignment of Foreground IPR

- 10.2 All Foreground IPR shall vest in the Customer on creation. The Consultant hereby assigns to the Customer with full title guarantee and free from all encumbrances the Foreground IPR together with the right to sue for and recover damages or other relief in respect of the infringement of any Foreground IPR.
- 10.3 In relation to future rights, the assignment under clause 10.2 shall take effect as a present assignment of future rights.



10.4 At the Customer's request, the Consultant shall execute (or procure the execution of) any document and/or do anything else necessary to give full effect to the assignment under clause 10.2.

10.5 The Customer grants to the Consultant a worldwide, fully paid-up, non-exclusive, non-transferable licence during the Term to copy and modify the Foreground IPR only to the extent necessary and for the purpose of:

- (a) providing the Services to the Customer; and
- (b) performing the Consultant's other obligations under this Agreement,

and for no other purpose whatsoever.

10.6 The licence granted by the Customer under clause 10.5 will take effect from the date of assignment of the relevant Foreground IPR to the Customer pursuant to clause 10.2.

Customer Background IPR and Consultant Background IPR

10.7 The Customer and its licensors shall retain all right, title and interest in and to the Customer Background IPRs.

10.8 The Consultant and its licensors shall retain all right, title and interest in and to the Consultant Background IPRs.

Licence of Customer Background IPR

10.9 The Customer grants to the Consultant a worldwide, fully paid-up, non-exclusive, non-transferable licence during the Term to use the Customer Background IPR in such materials as are provided to the Consultant by the Customer only to the extent necessary and for the purpose of:

- (a) providing the Services to the Customer; and
- (b) performing the Consultant's other obligations under this Agreement,

and for no other purpose whatsoever.

10.10 The licence granted by the Customer under clause 10.9 will take effect from the time such materials are provided to the Consultant.

Licence to Customer of Consultant Background IPR

10.11 The Consultant grants to the Customer a worldwide, fully paid-up, non-exclusive, irrevocable, perpetual, royalty-free and transferable right to:

- (a) copy and modify the Consultant's Background IPR (and to sub-license third parties to copy and modify the Consultant's Background IPR) for the purpose of receipt of the Services by the Customer and to enable the Customer to obtain the full benefit of the Services; and
- (b) sub-license third parties to copy and modify the Consultant's Background IPR for the purpose of the receipt of services similar to the Services by the Customer.

Waiver of Moral Rights

- 10.12 The Consultant, to the extent it is the author of the materials in which the Foreground IPRs subsist, waives absolutely its moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the materials and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.
- 10.13 The Consultant shall procure the waiver of any moral rights subsisting in the Foreground IPR not covered by clause 10.12.

11. Data Protection

- 11.1 The Customer will collect and process information relating to the Consultant and Consultant Personnel in accordance with Data Protection Law.
- 11.2 The Consultant and the Customer acknowledge that for the purposes of the Data Protection Law, the Customer is the controller and the Consultant is the processor.
- 11.3 The Consultant and the Customer will comply with the Data Protection Law.
- 11.4 The Consultant shall, in relation to any types of personal data as defined in the Data Protection Law ("**Personal Data**"), processed in connection with the Engagement:
- (a) process that Personal Data only on written instructions of the Customer;
 - (b) keep the Personal Data confidential;
 - (c) comply with the Customer's data protection policy;
 - (d) comply with the Customer's reasonable instructions with respect to processing Personal Data;
 - (e) not transfer any Personal Data outside of the UK unless, in accordance with the Data Protection Law, the Consultant ensures that:
 - (i) the transfer is to a country approved as providing an adequate level of protection for Personal Data; or
 - (ii) there are appropriate safeguards in place for the transfer of Personal Data; or (iii) binding corporate rules are in place; or
 - (iii) one of the derogations for specific situations applies to the transfer;
 - (f) assist the Customer in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Law with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - (g) notify the Customer without undue delay on becoming aware of a Personal Data breach or communication which relates to the Customer's or Consultant 's compliance with the Data Protection Law; and



- (h) at the written request of the Customer, delete or return Personal Data (and any copies of the same) to the Customer on termination of the Engagement unless required by the Data Protection Law to store the Personal Data.

11.5 The Consultant shall ensure that they have in place appropriate technical or organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

11.6 The Customer does not agree to the Consultant appointing any third-party processor of Personal Data under this agreement without prior consent.

11.7 The Consultant shall have personal liability for and shall indemnify the Customer for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant or a sub-processor engaged by the Consultant of the Data Protection Law, and shall maintain in force full and comprehensive Insurance Policies.

12. Indemnities

12.1 The Consultant shall indemnify, keep indemnified and hold harmless the Customer from and against all Losses together with all reasonably incurred legal expenses suffered or incurred by the Customer as a result of a Claim that:

- (a) the provision of the Services, or the receipt of them by the Customer; or
- (b) the Customer's use, reproduction or exploitation of the Foreground IPR; or
- (c) the Customer's use of Consultant Background IPR in accordance with the rights granted (or purportedly granted) under clause 10.11,

infringes the Intellectual Property Rights or other proprietary rights of any person.

12.2 The Consultant hereby agrees to indemnify the Customer 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 (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with the enforcement of the deed of assignment entered into pursuant to Clause 10.1.

12.3 The Consultant shall indemnify, keep indemnified and hold harmless the Customer from and against all Losses together with all reasonably incurred legal expenses suffered or incurred by the Customer as a result of any breach of the Consultant's obligations under any of the following clauses:

- (a) clause 6 (Compliance with Laws);
- (b) clause 8 (Consultant Personnel);
- (c) clause 11 (Data Protection); and

(d) clause 18 (Confidentiality).

12.4 In relation to any claim to be indemnified, the party seeking indemnification under this agreement (the “indemnified party”) shall:

- (a) as soon as reasonably practicable give written notice of that matter to the other party (the “**indemnifying party**”), specifying in reasonable detail the nature of the relevant matter and shall use its reasonable endeavours to avoid and mitigate the Losses it incurs;
- (b) not make any admission of liability, agreement or compromise in relation to the matter in respect of which it seeks to be indemnified without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
- (c) in relation to clause 12.1 only, allow the indemnifying party to have the conduct of all proceedings relating to the indemnity (and cooperate with the indemnifying party in relation to all such proceedings, at the indemnifying party's cost) and the indemnifying party shall at its sole discretion decide what action if any to take in respect of such matter and shall not be obliged to bring or defend any such proceedings if it decides in its sole discretion not to do so.

12.5 In relation to the indemnities in this Agreement, the obligations of the indemnifying party to indemnify the indemnified party shall be construed such that the relevant indemnity shall be in respect of all Losses incurred by the indemnified party (and, in relation to the Customer, any member or members of the Customer’s Group) save to the extent that such Losses arose as a result of the negligent act or omission or breach of this Agreement by the indemnified party or any of its agents, officers, employees or directors, provided that neither party shall be liable more than once for the same Loss.

13. Liability

13.1 Neither party shall be liable to the other for any loss of profit or loss of revenue arising out of or in connection with:

- (i) this Agreement; or
- (ii) any breach or non-performance of it no matter how fundamental (including by reason of that party’s negligence).

13.2 Neither party shall be liable to the other for:

- (i) any indirect loss;
- (ii) any loss of goodwill, reputation or opportunity; or
- (iii) any loss of or corruption of data,

in each case arising out of or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of that party’s negligence) whether or not that party had been informed of or was aware that there was a serious possibility of such loss.



- 13.3 The Customer's total liability arising under or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence) in contract, tort or otherwise shall be limited to the Fees paid or payable.
- 13.4 The Consultant total liability arising under or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence) in contract, tort or otherwise shall be limited to an amount equal to twice the Fees paid or payable and shall be reasonable and proportionate to the risk or impact to the Customer.
- 13.5 Clauses 13.3 and 13.4 shall not limit either party's liability in respect of:
- (i) any Fees payable to the Consultant or any obligation to repay overpayments of Fees; or
 - (ii) any amounts payable by way of indemnity,
- and no amount payable in respect of the items set out in this clause shall count towards the caps on liability under clause 13.3 or 13.4.
- 13.6 Notwithstanding any contrary provision in this Agreement, neither party limits or excludes its liability in respect of:
- (i) any death or personal injury caused by its negligence;
 - (ii) any fraud;
 - (iii) its wilful default or wilful abandonment of this Agreement or any part of it; or
 - (iv) any statutory or other liability which cannot be excluded under applicable law.
- 13.7 The parties agree that each of clauses 13.1, 13.2, 13.3 and 13.4 are separate and independent terms of this Agreement.
- 13.8 The Consultant shall be liable for any defects which impair the proper function of software developed arising as a result of the provision of Services during the Term of the Agreement. The Consultant shall rectify at its own cost within a reasonable period from notification of such defects by the Customer as may be capable of remedy.
- 13.9 In the event the proper performance of the Services are dependent on the completion of tasks or services by third parties (including employees of the Customer but excluding any substitute or sub contractor of the Consultant), the Consultant shall have no liability to the Customer for any delay, non or partial performance of the Services arising from the delay or non or partial performance of such tasks by third parties.

14. Insurance

- 14.1 The Consultant shall, at its own expense, take out and maintain in force during the Term and for the period of six (6) years after expiry or termination of this Agreement with a reputable insurer adequate policies of insurance against all its liabilities under this Agreement, including for obligations that survive expiry or termination of this Agreement (the "**Consultant Policies**").



14.2 The Consultant:

- (a) shall (and shall procure that the Consultant Personnel and subcontractors shall) comply with all obligations on the part of the Consultant and meet all conditions relating to the Consultant Policies;
- (b) shall not (and shall procure that the Consultant Personnel and subcontractors shall not) do or omit to do, nor permit or suffer to be done or omitted anything which may render any of the Consultant Policies void, voidable, unenforceable or suspended or impaired in whole or in part or which otherwise may render a sum paid out under any Consultant Policy repayable in whole or in part. The Consultant undertakes to notify the Customer in writing of any event or circumstance which would be likely to have such effect, promptly upon becoming aware of such event or circumstance;
- (c) shall within five (5) Business Days following the Effective Date and at the Customer's reasonable request from time to time, provide to the Customer proof that:
 - (i) all relevant premiums in respect of the Consultant Policies have been paid and that the Consultant Policies have been renewed and remain in force;
 - (ii) the Consultant Policies are held by the Consultant without encumbrances, except as otherwise agreed in writing by the Customer and the Consultant; and
 - (iii) the Consultant Policies fully confirm to the requirements of this clause.
- (d) shall, during the Term of this Agreement and for a period of six (6) years after its termination, ensure that the terms of the Consultant Policies shall not be altered in such a way as to diminish the benefit of the Consultant Policies.

14.3 The Consultant shall, and shall procure that the Consultant Personnel shall, before making any claim against the Customer, fully enforce any rights they may have to insurance proceeds at their own cost. Insurance proceeds received by the Consultant and the Consultant Personnel shall be used to reduce the liability of the Customer in respect of any claim.

14.4 Neither the Consultant's failure to comply nor the Consultant's full compliance with the insurance provisions of this Agreement shall limit the Consultant's liabilities and/or obligations under this Agreement.

15. Termination

15.1 Either party may terminate this Agreement at any time on written notice, either immediately or following such notice period as it shall see fit if the other party:

- (a) is in material breach of this Agreement, and such breach is irremediable;
- (b) commits any remediable material breach of this Agreement and fails to remedy such breach within a period of twenty (20) Business Days from the service on it of a notice specifying the material breach and requiring it to be remedied (or, having so remedied, subsequently commits a similar breach within the next twenty (20) Business Days);
- (c) has reached or exceeded eighty per cent (80%) of its liability under clause 13.3 or 13.4 (as applicable), whether or not there would otherwise be a right to terminate under clauses (a) or (b) above;



- (d) undergoes an Insolvency Event; or
 - (e) undergoes a Change of Control provided that the right to terminate under this clause 13(e) may be exercised only for a period of three (3) months after the other party became aware (or should reasonably have become aware) of such Change of Control.
- 15.2 The Customer may terminate this Agreement at any time on written notice, either immediately or following such notice period as it shall see fit if:
- (a) a breach of this Agreement by the Consultant causes or has the potential to cause damage to the Customer's reputation; or
 - (b) the Consultant, any Consultant Personnel or any of the Consultant's sub-contractors is in breach of the Bribery Act 2010.
- 15.3 The rights set out in this clause 15 are in addition to rather than in substitution for any rights the parties may have to terminate this Agreement at law.
- 15.4 If a party, acting in good faith, exercises a right of termination, its subsequent failure or refusal to perform all or any of its current or future obligations under this Agreement shall not be a breach of this Agreement (whether repudiatory or otherwise).

16. Consequences of Termination

- 16.1 The following clauses of this Agreement together with all other provisions of this Agreement which are intended to have effect following any expiry or termination of this Agreement, shall survive expiry or termination of this Agreement to the extent permissible by law:
- (a) clause 1 (Definitions and Interpretation);
 - (b) clause 10 above (Intellectual Property Rights);
 - (c) clause 12 (Indemnities);
 - (d) clause 13 (Limitations of Liability);
 - (e) clause 14 (Insurance);
 - (f) clause 16 (Consequences of Termination);
 - (g) clause 17 (Consultant's Obligations on Termination);
 - (h) clause 18 (Confidentiality);
 - (i) clause 19 (Illegality/Severance);
 - (j) clause 22 (Waiver);
 - (k) clause 26 (Entire Agreement);
 - (l) clause 27 (Further Assurance); and



(m) clause 33 (Governing Law and Jurisdiction).

16.2 Termination or expiry of this Agreement will not affect the rights and obligations of the Parties accrued at the date of termination or expiry.

17. The Consultant's Obligations upon Termination

17.1 On the termination of this Agreement, the Consultant will co-operate with the Customer and with any new Consultant under any arrangements notified to it by the Customer, to effect a full and orderly transition to the Customer or to such new Consultant and will furnish any new Consultant with any information or documentation reasonably required by the Customer.

17.2 The Consultant will comply with all reasonable Service related requests from the Customer with regards to termination and will take reasonable steps to mitigate any costs which the Customer will incur as a result of termination of this Agreement.

18. Confidentiality

18.1 Subject to clause 18.2 below, each party shall treat all Confidential Information as strictly confidential and shall not disclose Confidential Information to any person.

18.2 A party may disclose Confidential Information if and to the extent:

- (a) required by law or order of the courts, or by any securities exchange or regulatory or governmental body to which such party is subject or submits, wherever situated (whether or not the requirement for information has the force of law); or
- (b) disclosed on a necessary basis to the professional advisers, auditors and bankers of such party; or
- (c) the Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or
- (d) with the prior written approval of the other party.

18.3 The restrictions contained in this clause shall continue to apply after the termination or expiry of this Agreement (however arising) without limit in time.

18.4 Neither party shall make any announcement, either written or otherwise, in relation to the existence of or subject matter of this Agreement, except with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except as required by law.

19. Illegality/Severance

19.1 If any provision of this Agreement is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision of this Agreement illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction.



20. Notices

- 20.1 Any notice to be given under this Agreement must be in writing and may be given by post or personal delivery. Notices to the Customer shall be sent to **Eric Mitchell** at the Customer's registered address, and notices to the Consultant shall be sent to **Raj Patel** at **Boundary House, Boston Road, London, W7 2QE** or to such other place as the relevant party shall have notified to the other pursuant to this clause.
- 20.2 Any notice to be given shall be deemed effective (a) when left at the address mentioned above (if delivered personally) or (b) two business days after posting by first class post addressed as required above (if given by post).

21. Variations

- 21.1 No purported amendment or variation of this Agreement or any provision of this Agreement shall be effective unless approved by the Customer and the Consultant in writing and duly executed by or on behalf of each of the parties, except where changes to the Services are necessary to comply with applicable safety and other statutory requirements, in which case the Consultant may make such necessary changes without prior notification to the Customer.

22. Waiver

- 22.1 The failure to exercise or delay in exercising a right or remedy provided to a party under this Agreement shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision. Each right or remedy of a party under this Agreement is without prejudice to any other right or remedy of that party under this Agreement or at law.

23. Third Party Rights

- 23.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

24. No Partnership or Agency

- 24.1 Nothing in this Agreement is intended to or shall give rise to any relationship of partnership, joint venture or profit sharing in the nature of partnership between the parties.

25. Counterparts

- 25.1 This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

26. Entire Agreement

- 26.1 This Agreement constitutes the entire agreement and understanding between the parties relating to the transactions contemplated by or in connection with this Agreement and the other matters referred to in this Agreement and supersedes any other agreement or understanding (written or oral) between the parties or any of them relating to the same.
- 26.2 Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether



innocently or negligently) by any other party or any other person except as expressly set out in this Agreement in respect of which its sole remedy shall be for breach of contract.

- 26.3 Nothing in this clause 26 above, however, shall operate or be construed to exclude or limit any liability of any person for fraud, including fraudulent misrepresentation.

27. Further Assurance

- 27.1 Each party shall at all times from the date of this Agreement, on being required to do so, at its own expense do or use reasonable endeavours to procure the doing by any necessary third parties of all such acts as may be required to give full effect to this Agreement including the execution and delivery of all deeds and documents.
- 27.2 The Consultant irrevocably appoints the Customer as its attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things necessary to give effect to the terms of this Agreement and for vesting in the Customer the full benefit of the assets, rights and benefits to be transferred to the Customer under this Agreement.

28. Assignment

- 28.1 Either party may at any time, with the prior written agreement of the other party (such agreement not be unreasonably withheld or delayed), assign all or any part of its rights and/or obligations under this Agreement.

29. Subcontracting

- 29.1 The Consultant has the right, at its own expense, to enlist additional or substitute Consultant Personnel or subcontractor in the performance of the Services, provided that the Consultant provides details of the proposed substitute or subcontractor ahead of the planned substitution and any such substitute is adequately experienced, skilled and qualified to provide the Services to the required standard. The Customer has the right to refuse to accept a substitute, if in its reasonable opinion such individual is not suitable, due to lack of skills, experience and qualifications.
- 29.2 In the event the Consultant provides a substitute or sub-contracts all or part of the Services pursuant to clause 28.1 above, the Consultant shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between the Consultant and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Consultant under the terms of this Agreement and the Consultant shall remain responsible for the acts or omissions of any such substitute or sub-contractor.
- 29.3 The Consultant shall take all reasonable steps to avoid any unplanned changes of Consultant Personnel assigned to the performance of the Services but if the Consultant is unable for any reason to perform the Services the Consultant should inform the Customer on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 29.1.
- 29.4 In the event of a substitute or where additional Consultant Personnel are provided or where the performance of all or part of the Services is sub-contracted, the Consultant shall provide wherever possible, at its own expense, a reasonable overlap period for such substitute or additional Consultant Personnel.



29.5 If the Consultant is unable to supply either the original personnel or acceptable substitutes or sub-contractors then the Customer is entitled to cancel this Agreement forthwith.

29.6 In the event of any permitted sub-contracting, the Consultant shall remain fully responsible for the provision of the Services, and liable to the Customer for all acts and omissions of its sub-contractors as if they were its own acts.

30. Customer Undertakings

30.1 The Customer shall furnish the Consultant with sufficient information about the Services for the Consultant to arrange for the Services to be carried out.

30.2 The Customer shall advise the Consultant of any health and safety information or advice which it receives which may affect the Consultant's Staff during the performance of the Services.

31. Equipment

31.1 The Consultant shall provide at its own cost, all such necessary equipment as is reasonable for the satisfactory performance by the Staff and any substitutes of the Consultant Services.

31.2 If as a matter of convenience, the Consultant is provided with equipment by the Customer for the purposes of an Project, the Consultant shall be responsible for ensuring that they preserve the security and condition of such equipment. If and to the extent that any equipment is lost while in the Consultant's possession, the Consultant shall be responsible for the cost of any necessary repairs or replacement.

31.3 The Consultant shall provide its own equipment and software at its own cost to perform the Services defined in this Agreement.

32. Force Majeure

32.1 The Consultant shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

32.2 The Consultant accepts that the Customer shall not be liable for any breaches of its obligations to the Consultant under its agreement with the Customer resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

33. Governing Law and Jurisdiction

33.1 This Agreement and 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) are governed by and shall be construed in accordance with English law.

33.2 The parties submit to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with this Agreement.



34. Execution

34.1 This Agreement has been signed on behalf of each of the parties by a duly authorised signatory on the date stated at the beginning of this document.

Signed for and on behalf of

Signed for and on behalf of

EVERYONE TV LIMITED

YOTTA MEDIA LABS LIMITED

Signature:

DocuSigned by:

.....6FZ575E1BA0A490.....

Signature:

DocuSigned by:

.....1FD0960BF905478.....

Name: Eric Mitchell
.....
Position: CFO
.....
Date: 31 July 2023
.....

Name: Raj Patel
.....
Position: CEO
.....
Date: 25 July 2023
.....



Schedule 1

Project Services

Project Terms	
Consultant Personnel position	CEO, Yotta Media Labs Limited
Consultant name (where specified)	Raj Patel
Project effective date (if applicable)	28/07/2023
Project end date (if applicable)	30/09/2023
Fee(s) excluding VAT	£1,500 (One Thousand, Five Hundred Pounds) per day
Agreed process between Customer and Consultant for specified working days/hours, notice required and agreed pre-approval processes (if applicable)	<p>The initial and pre-agreed resource requirement is for the provision of up to 2 days of Consultant effort between 28/07/2023 and 30/09/2023. This effort is to be specifically targeted at assisting the Customer and Youview Limited in the design of HbbTV Operator Application update mechanisms drawing on learnings from prior deployments of similar applications</p> <p>Further resource requirements to be agreed in writing over email between the Customer and the Consultant prior to commencing the provision of further work to encompass further work on the development of final versions of these specifications or the provision of other aspects of the Services (as agreed in email correspondence between the Customer and Consultant).</p>
Special terms (if applicable)	N/A

Services

In accordance with the instructions of the Customer, the Consultant shall provide the Consultant Personnel as specified above. The Customer anticipates the Consultant Personnel to focus on the following:



- Assist the Customer by participating in a half-day workshop of representatives of the Customer, Consultant Personnel and Youview Limited considering both technical and product design considerations relating to HbbTV Operator Application updates.
- Review of the Customer's proposed technical and product design approach for the implementation of HbbTV Operator Application updates once this has been documented by the Customer or Youview Limited up following this workshop – feeding back in writing or a further in person or virtual meeting confirmation of this approach and any suggestions for improvement.
- Providing advice on the implementation of technical solutions which avoid known issues relating existing HbbTV Operator Application solutions which have been deployed in other markets.
- Providing advice on the design and development of test materials which support development and testing of HbbTV Operator Application.



Annex 1 Template Deed of Assignment

THIS DEED OF ASSIGNMENT ("**Assigned Title**") is made between:

- (3) **RAJ PATEL** of 20 Leighton Avenue, Pinner, Middlesex, United Kingdom, HA5 3BW (the "**Assignor**"); and
- (4) **EVERYONE TV LIMITED** a company registered in England (company registration number 05422613) whose registered office is at Fieldfisher LLP, Riverbank House, 2 Swan Lane, London, EC4R 3TT (the "**Assignee**").

WHEREAS:

- (A) The Assignor is an individual engaged by a company which provides consultancy services to the Assignee.
- (B) The Assignee requires further assurance that it has received full right and title to all Intellectual Property Rights arising out of the provision of such services.
- (C) The Assignor wishes to give that further assurance by executing this Assigned Title.

IT IS AGREED:

1. Assignment

- 1.1 In this Assigned Title, "**Assigned Rights**" means patents, petty patents, utility models, trademarks, design rights, applications for any of the foregoing, copyright, database rights, semi-conductor topography rights, trade or business names, domain names, and website addresses whether registrable or otherwise, (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions, or other proprietary rights created by the Consultant directly or indirectly in the performance of, or for the purposes of providing services to the Assignee.
- 1.2 All Assigned Rights shall vest in the Assignee on creation. The Assignor hereby assigns to the Assignee with full title guarantee and free from all encumbrances the Assigned Rights together with the right to sue for and recover damages or other relief in respect of the infringement of any Assigned Rights.
- 1.3 In relation to future rights, this Assigned Title shall take effect as a present assignment of future rights.
- 1.4 At the Assignee's request, the Assignor shall execute (or procure the execution of) any document and/or do anything else necessary to give full effect to this Assigned Title.

2. Moral Rights

- 2.1 The Assignor, being the sole author of the materials in which the Assigned Rights subsist, waives absolutely his moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the materials and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.



3. Further Assurance

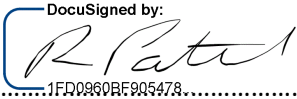
3.1 The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor’s name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Assigned Title.

4. Governing Law

4.1 This Assigned Title 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 law of England and Wales.

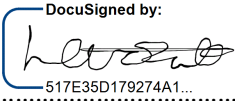
5. Execution

SIGNED as a DEED by
Raj Patel

DocuSigned by:

1FD0960BE905478

in the presence of:

Signature of witness

DocuSigned by:

517E35D179274A1...

Print name

Leena Patel

Address

Address

Occupation

Occupation