
Demo Loan Agreement

1 GENERAL

This Demo Loan Agreement ("Agreement") is entered into by and between Appear AS, ("Supplier") and Digital UK Ltd. t/a Everyone TV ("Customer"). Their respective registered shipment addresses are set out below.

Shipment address of Supplier

Appear AS
Lilleakerveien 2b
P.O. Box 8, Lilleaker

NO-0216 Oslo
Norway
Attn: Thibaud Poinard

Shipment address of Customer

Everyone TV
1st Floor West Wing
Clifton House
4a Goldington Road
Bedford MK40 3NF
UK
Attn: Aubrey Welch
Tel.: +44(0)7741 311548

2 TERMS AND CONDITIONS

- (i) The hardware and software listed in Table 1 under section 3 shall constitute the "Equipment".
- (ii) The Equipment shall remain on loan from Supplier to Customer from 19th June 2023 until 19th July 2023 ("Loan Period"). The Equipment must be returned to Supplier's office at the shipment address listed above, no later than 26th July 2023. The delivery of the Equipment to Customer shall be DDU according to Incoterms 2000.
- (iii) The Equipment shall be registered for return shipment with a tracked carrier provider no later than 2 (two) working days before the loan period expires according to section (ii) above. The Customer shall bear the entire cost of carriage and insurance for the return shipment. The shipment tracking number shall be made available for Supplier upon request.
- (iv) The Customer shall keep the Equipment in good condition, properly protected and insured against all risks for the amount set out in Table 1 from receipt of the Equipment until it is returned to Supplier's office at the end of the loan period. Upon Supplier's request, the Customer shall provide evidence of the insurance covering the Equipment.
- (v) The Equipment shall remain the property of Supplier at all times.
- (vi) The Customer must provide proof of shipment demonstrating that the equipment is required to arrive at the supplier's location on or before the specified date mentioned in the shipment advice. In the event that the customer causes any damage, an invoice for the equipment's value shall be sent to the customer.
- (vii) The Equipment may not be used for commercial purposes whilst in Customer's possession without the prior written approval from Supplier. Customer may only use the Equipment for its internal evaluation purposes. Customer must under no circumstances attempt to reverse engineer, disassemble or decompile any objects which are provided by Supplier in relation to this Agreement.
- (viii) The Equipment may not be moved from Customer's premises (as reflected in the shipment address above) without a prior written consent from Supplier.



(ix) The Equipment is supplied "AS IS" without warranty of any kind. SUPPLIER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND UNDER THIS AGREEMENT. THE LIABILITY OF SUPPLIER TO CUSTOMER SHALL NOT EXCEED THE VALUE OF THE EQUIPMENT. Customer agrees to indemnify and hold Supplier harmless from any claims arising out of Customer's use of the Equipment. Nothing in this Agreement shall limit or exclude either parties' liability for death or personal injury. The parties acknowledge the limitations of liability set out above as being reasonable having regard to the non-commercial nature of this Agreement and that Customer will have possession and responsibility for the Equipment for the entire loan period.

(x) If Customer wishes to extend the Loan Period, Customer shall submit a written request to Supplier no less than 7 days prior to end of Loan Period. Supplier shall then either accept, followed by a Demo Loan Extension Agreement, or reject such request in writing. If no extension is permitted by Supplier, the terms under this Agreement shall apply as detailed herein.

(xi) This Agreement shall be governed by and construed in accordance with the laws of England without application of that country's conflict of law principles. Any dispute arising out of or in connection with this Agreement, including any question regarding construction, interpretation, its existence, validity or termination, or the legal relationships established by this Agreement, shall be settled by arbitrators pursuant to the English Law on Arbitration. The arbitration shall take place in London, England.

3 DEMO EQUIPMENT HARDWARE LISTING

Item	Product Code	Description	Qty	Value
1	XC/CAB4PS800-02UK	XC5000 4RU chassis with dual 800W PSU's	1	€2000
2	XC/SWM-MMI	Switch + Control module	1	€1500
3	XC/4DVBSXS2	4 port DVB-S/S2X input module licensed for DVB-S/S2	1	€2000
4	XC/DVBSXOUT2MXSS2	DVB-S/S2X Out with multiplexing, IF and L-band output – 2 carriers, DVB-S/S2	1	€2000
5	XC/4ASIOUTMK2MX	4-port ASI output module with multiplexing	1	€2000
6	XC/4DVBT2R21F	DVB-T/T2 input module (1 F input connector)	1	€2000
7	XC/DVBT2OUT2MXTER	DVB-T/T2 Out with multiplexing, 2x DVB-T2, MFN	1	€2000
8	XC/4ASI	ASI Input module	1	€2000
9	XC/DIP1IN1OUT	Dual IP I/O module	1	€2000

Total Value of Equipment for shipping purposes is €17,500

Table 1. Demo Equipment Listing. All prices are exclusive of VAT.

The parties hereto shall cause this Agreement to be executed in duplicate originals by their duly authorized representatives, one for each party. However, notwithstanding the foregoing, upon the exchange of an electronic copy of this Agreement signed by both parties' duly authorized representatives, this Agreement shall be valid and the content and undertakings hereof, legally binding upon the parties.

Company: **Appear**
 Name: Tyrone Moreton-Williams
 Position: Sales Manager
 Date: 07/06/23

Signature:

Everyone TV
 Eric Mitchell

CFO
12 June 2023

DocuSigned by:

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