



Date: 10 July 2023

- (1) **DTV SERVICES LIMITED**
- (2) **LRRL PR LIMITED t/a NOUS COMMUNICATIONS**
- (3) **JOE LEGGETT**
- (4) **ODDBALL AGENCY**

INFLUENCER AGREEMENT



10 July 2023

This Agreement is made on:**Between:**

- (1) **DTV SERVICES LIMITED** a company incorporated and registered in England and Wales with company number 04435179 whose registered office is at Fieldfisher LLP, Riverbank House, 2 Swan Lane, London, EC4R 3TT ("**Freeview**");
- (2) **LRRL PR LIMITED t/a NOUS COMMUNICATIONS** a company incorporated and registered in England and Wales with company number 12087533 whose registered office is at Unit 2, Tower House, Hoddesdon, Herts, England, EN11 8UR ("**Agency**"); and
- (3) **JOE LEGGETT** of 1, Potters Drive, Hopton, Great Yarmouth, NR31 9RW ("**Talent**");
- (4) **ODDBALL AGENCY** a company incorporated and registered in England and Wales with company number 14402560 whose registered office is at 69 Evesham Road, London, E15 4AL;

each a "**Party**" and together the "**Parties**".

1. Talent contact	Vincent Glencairn (Oddball Agency Limited) vincent@oddballagency.com
2. Freeview / Agency Contact	[Bea Larrington-Spencer (Freeview) bea.larrington-spencer@freeview.co.uk [AND/OR] Samantha Stewart (Freeview) Samantha.stewart@freeview.co.uk]; and [Olivia Tambini (Agency) Olivia@nouscomms.co.uk]
3. Campaign(s)	Educate the Nation (" Campaign ").
4. Endorsed Products	Freeview Play
5. Consideration	[£900] [nine hundred pounds sterling]) [exc] VAT (" Fee ") Talent confirms that they are self-employed and solely liable for all tax due in respect of Endorsed Products and shall indemnify Freeview and keep Freeview indemnified against any proceedings in respect of any non-payment by them in respect of any such tax.
6. Payment Schedule	The Talent shall invoice the Agency for the Fee following satisfactory completion of the Deliverables. The Fee shall be paid by the Agency to the Talent within thirty (30) days of receipt of a valid invoice.
7. Effective Date	Means the 15 th June 2023.



8. Exclusivity Period	Means the period commencing on Effective Date and expiring after a period of one (1) month.	
9. Term	This Agreement shall commence on the Effective Date and unless terminated earlier in accordance with this Agreement, shall continue for a period of six (6) months when it shall terminate automatically without notice unless the Parties have by the end of the term agreed otherwise in writing.	
10. Services Requirements	<ul style="list-style-type: none"> Content must be approved by Agency in advance and include all relevant tags and hashtags: #Freeview #FreeviewPlay Talent must follow the CAP advertising code, the Competition and Markets Authority's guidance on social media endorsements, the ASA influencer Guidelines: https://www.asa.org.uk/uploads/assets/uploaded/3af39c72-76e1-4a59-b2b47e81a034cd1d.pdf and all other applicable guidance and regulations, as updated from time to time ("Rules"). 	
11. Delivery Period	Deliverables to be posted between 12 th June – 12 th July 2023. Time shall be of the essence for the performance of the Services.	
12. Freeview Social Channels	Means any online platforms and channels owned, operated and/or controlled by Freeview including the Client's official websites, microsites, apps and social media channels (including, without limitation, Facebook, Twitter, Instagram, Snapchat and YouTube).	
13. Talent Channels	Means channels associated with the Talent which shall feature the social media posts for the Campaign.	
14. Deliverables	Talent to produce the following: <ul style="list-style-type: none"> Two 2 x Reels (together the "Deliverables") 	
15. Key Messages	Please refer to Freeview Briefing Document (shared separately) and which the Talent acknowledges receipt.	
16. Dos and Don'ts	Talent will: <ul style="list-style-type: none"> Use key messages from the Freeview Briefing Document. Create content to suit their audience - keep it authentic, honest and trend lead. Follow the "Rules" set out in this document. Make sure content is high quality and relevant for their audience. Perform the Services under this Agreement conscientiously and in a competent manner and to the full limit of their skill and ability and comply with all of Freeview's and Agency's (on behalf of Freeview's reasonable instructions in connection with this contract promptly). Promptly pass on to Freeview any 	Talent will not: <ul style="list-style-type: none"> Make any pejorative statement relating to Freeview, any of Freeview's other brand influencers or staff, or Endorsed Products provided to the Talent under this Agreement in public, online (including social media), to the press or elsewhere. Make any statements that are false or misleading about Freeview's products or Services. Refer to shows not on the Freeview platform. Create content that refers to any of the following: <ul style="list-style-type: none"> Sexual innuendo; Religious content or connotations; Political content or connotation, including but not limited to any



	<p>complaints received about the Endorsed Products.</p> <ul style="list-style-type: none"> Remove any and all posts over which it has control at the request of Freeview and on behalf of Freeview as soon as practicably possible. Inform Freeview immediately of any criminal prosecution or other complaint brought against them after the date of this Agreement and of any actual or likely press speculation or inquiry into them, their personal or business affairs, or publication in relation to such matters inform Freeview as promptly as reasonably practicable of any material developments or changes in the circumstances or activities of the Talent which could reasonably be expected to adversely affect Freeview's use of the Deliverables or Services under this Agreement. Disclose the commercial relationship between the Talent and Freeview to users and ensure transparency as to the fact that the Deliverables are marketing communications. (e.g. by using hashtag disclosures such as #ad where necessary, as well as any specific hashtags set out in the Services). 	<p>commentary relating to pro life or pro choice;</p> <ul style="list-style-type: none"> Graphic content or very strong language; Depicting social, racial, or gender stereotypes in a way that could cause offence; Depicting addictive behaviours such as alcoholism, smoking, drugs, etc; and/or Depicting anti-social behaviours. Engage in or benefit from, any practice or conduct to artificially, fraudulently, unfairly or deceptively increase, exaggerate, alter or otherwise affect the size, quality or integrity of the Talent's social media accounts, followings or engagements, including without limitation purchasing followers, purchasing verification, and participating in "engagement pods".
17. Freeview and Agency rights	Freeview reserves the right to reject, amend and/or correct any social media posts which it believes do not comply with the Key Messages, Do's and Don't's and the Freeview Briefing Document, or is otherwise in breach of this Agreement or any applicable laws. On Freeview's or Agency's instructions, the Talent shall immediately remove, amend and/or correct any social media posts on the Talent Channels.	
18. Media Enquiries	Talent agrees to refer all enquiries from the media and other third parties received by Talent concerning Freeview or this Agreement to [Bea Larrington-Spencer at bea.larrington-spencer@freeview.co.uk AND / OR [Samantha Stewart Samantha.stewart@freeview.co.uk]	
19. Commercial Exclusivity	Talent must not work with or promote Sky, NOW, Disney+, Netflix, Amazon Prime, or Britbox over the course of the Campaign, or within one month of content being posted.	



20. Special Terms	<ul style="list-style-type: none"> ▪ The Talent shall retain the Deliverables on the Talent Channels for a period of no less than 6 months following the date of each upload of such Deliverables as described in this Agreement. ▪ The Talent shall promptly report to the Client any breach of this Agreement by the Talent. ▪ The Talent shall not make any negative claims, comments, comparisons or suggestions about Sky TV in the Deliverables.
21. Warranties and indemnities	<p>Each Party warrants that:</p> <p>(a) it is entitled to enter into this Agreement;</p> <p>(b) this Agreement represents valid and binding obligations on that Party; and</p> <p>(c) in performing obligations under this Agreement, it will comply with all applicable laws.</p> <p>Talent warrants, represents and undertakes to Freeview that:</p> <p>(a) they have the legal capacity and are free contractually to enter into and to perform this Agreement and have not entered and will not enter into any professional, legal or other commitment which would or might conflict with or prevent their doing so;</p> <p>(b) they are 18 years of age or older and they agree to provide Freeview with identification to confirm their age if required to do so by Freeview;</p> <p>(c) they do not have any unspent criminal convictions of any kind subsisting at the date of this Agreement;</p> <p>(d) the Deliverables will be wholly original to Talent (save to the extent that it incorporates material provided by Freeview) and will not infringe the copyright or any other rights of any third party;</p> <p>(e) the Deliverables will not contain any defamatory matter nor breach any contract or law nor breach any duty of confidentiality, infringe any copyright or data protection rights, nor constitute contempt of court or obscenity;</p> <p>(f) they are and will remain for the period of the engagement a "qualifying person" within the meaning of Part I of the Copyright, Designs and Patents Act 1988 ("CDPA");</p> <p>(g) the rights they have granted to Freeview are vested in Talent absolutely and they have not previously assigned, licensed or in any way encumbered them (save under the terms of use of the social media platform where the copyright works are posted) and they agree not to do so in the future; and</p> <p>(h) they have disclosed in writing to Freeview all material facts that are relevant to their engagement under this Agreement.</p> <p>Talent shall indemnify Freeview and its affiliates 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 professional costs and expenses) suffered or incurred by Freeview arising out of or in connection with any third-party claims or any action, adjudication or decision taken against Freeview by any regulatory body, in each case directly or indirectly arising (in whole or in part) out of any breach of the warranties above.</p>
22. Intellectual Property Rights in the Deliverables	<p>The Talent assigns to Freeview irrevocably and unconditionally with full title guarantee all its right, title and interest in and to the copyright and all other rights (including without limitation all performers' property rights under Part II of the CDPA) throughout the world in all media whether now known or hereafter</p>



	<p>developed for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, insofar as the Talent is able, in perpetuity) including by way of present assignment of future copyright and all other rights in the Deliverables and all other products of the Services under this Agreement including, without limitation, all performances and literary, artistic and musical material created by the Talent in the course of providing the Services under this Agreement.</p> <p>Talent irrevocably and unconditionally waives the benefit of their moral rights arising under the CDPA and performers' non-property rights arising under the CDPA and any similar laws of any jurisdiction in favour of Freeview and all its licensees, sub-licensees, assignees and successors in title to the copyright in the Deliverables and all other products of the Services under this Agreement.</p> <p>Talent agrees to do such acts and execute such documents as Freeview may reasonably require to vest in or confirm to Freeview or (as appropriate) its successors in title and licensees the copyright and all other rights assigned or granted or purported to be assigned or granted by Talent to Freeview under this Agreement.</p>
<p>23. Right to use Talent's Image</p>	<p>Talent irrevocably grants to Freeview a non-exclusive licence worldwide for the term of this Agreement to use, and to authorise others to use, their name and the biography, images, slogans, logos and signature provided to Freeview by the Talent (together the "Talent Image") and where applicable recordings of interviews commissioned by Freeview in connection with the exploitation, advertising and promotion of the Endorsed Products and otherwise for the purposes of fulfilling this Agreement for the purposes of announcing and publicising, in all media, the Talent's association with, and provision of the Services to, Freeview and in connection with any use of the Deliverables, provided that no such use shall suggest that the Talent endorses any commercial products or services other than the Endorsed Products and, more generally, Freeview's products and services.</p> <p>Talent also grants Freeview a non-exclusive worldwide licence in perpetuity to use the Talent Image in connection with the Deliverables for investor communications, archiving purposes, training and other internal and not primary advertising purposes. Freeview agrees that all intellectual property rights in the Talent Image shall remain the exclusive property of Talent.</p>
<p>24. Paid promotion</p>	<p>Freeview may re-use Deliverables on all Freeview social channels. Freeview may share content organically but not across paid social media unless approved by Agency in advance. Freeview will always tag and credit Talent when re-purposing content.</p>
<p>25. Data Protection</p>	<p>Each Party shall, at its own expense, ensure that it complies with and assists the other Party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) as retained in UK law. This clause is in addition to, and does not reduce, remove or replace, a Party's obligations arising from such requirements.</p>



26. Confidentiality	<p>The details, terms and conditions of this Agreement and its Schedule are and shall remain confidential and all Parties undertake not to disclose such details, other than is necessary for the proper performance of the respective Party's obligations under this Agreement and to their professional advisors, without the prior consent of the disclosing Party.</p>
27. Liability	<p>References to liability in this section 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.</p> <p>Nothing in this Agreement shall limit any liability in respect of the Talent's indemnities.</p> <p>Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, and breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).</p> <p>Talent may not benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.</p> <p>Freeview's and Agency's total liability to Talent under this Agreement shall not exceed the Fees payable.</p>
28. Notices	<p>All notices under this Agreement shall be in writing in English (email sufficing) and signed by the Party delivering such notice and shall be delivered via email, personally or sent by recorded delivery to the Parties at their respective addresses set out on the first page.</p> <p>Parties may by a notice given in accordance with this clause, change its address for the purposes of this clause.</p> <p>A notice shall be deemed to have been served:</p> <p>(a) at the time of delivery if delivered personally; or</p> <p>(b) two (2) Business Days after posting in the case of an address in the United Kingdom and five (5) Business Days after posting for any international address.</p> <p>Any notice delivered via email by the Talent shall also be sent to legal@digitaluk.co.uk.</p> <p>[Bea.larrington-spencer@freeview.co.uk OR Samantha.stewart@freeview.co.uk]</p> <p>vincent@oddballagency.com</p>
29. Termination	<p>Freeview shall be entitled to terminate this Agreement on written notice with immediate effect if Talent:</p> <p>(a) is in breach of any material obligation contained in this Agreement and (where such breach is capable of remedy) has failed to remedy that breach within seven (7) days of being notified of it;</p> <p>(b) is incapacitated or prevented from rendering the Services under this Agreement for more than either five (5) consecutive days or seven (7) days in the aggregate;</p>



	<p>(c) has committed a crime or has become involved in any situation or activity (including use or other association with illegal or illicit drugs) which tends in the reasonable opinion of Freeview to expose Freeview to disrepute, contempt, scandal or ridicule, or would tend to shock, insult or offend the public, or reflects unfavourably on Freeview's reputation or products or if any act or conduct of Talent shall prejudice the production or successful sales and exploitation of the Endorsed Products. Freeview's decision on all matters arising under this section shall be conclusive; or</p> <p>(d) becomes bankrupt or any of their businesses become insolvent.</p> <p>Talent may terminate this Agreement on written notice with immediate effect if Freeview:</p> <p>(a) is in breach of any material obligation contained in this Agreement and (where such breach is capable of remedy) has failed to remedy that breach within seven (7) days of being notified of it; and/or</p> <p>(b) becomes insolvent.</p> <p>The rights set out in this clause are in addition to rather than in substitution for any rights the Parties may have to terminate this Agreement at law.</p> <p>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).</p>
<p>30. Consequences of Termination</p>	<p>Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement including: clause 20 (Special Terms); clauses 21 (Warranties and Indemnities); clause 22 (Intellectual Property Rights in the Deliverables); clause 23 (Right to use Talent's Image), clause 26 (Confidentiality); clause 27 (Liability); clause 30 (Consequences of Termination); and clause 31 (General) shall remain in full force and effect.</p>
<p>31. General</p>	<p>Talent shall not assign, subcontract or otherwise transfer any rights or obligations under this Agreement, without Freeview's prior written consent.</p> <p>Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.</p> <p>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.</p> <p>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.</p> <p>No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).</p>



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.

No one other than a Party to this Agreement shall have any right to enforce any of its terms.

The Talent may not assign its rights or obligations in the Agreement to a third Party.

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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

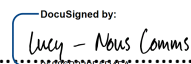
THIS AGREEMENT shall be executed in the electronic signature system DocuSign and each Party warrants that the signatory shall be duly authorised to affix their electronic signature to the Agreement and bind the party they represent.

Signed for and on behalf of
DTV SERVICES LIMITED


Signature: DocuSigned by:

 6F7575E4BA8A499.....
 Name: Eric Mitchell
 Position: CFO
 Date: 10 July 2023

Signed for and on behalf of
LRRL PR LIMITED t/a NOUS COMMUNICATIONS

Signature: DocuSigned by:

 95886B238E9D47A.....
 Name: Lucy - Nous Comms
 Position: Senior Account Manager
 Date: 23 June 2023

Signed for and on behalf of
JOE LEGGETT

Signature: DocuSigned by:

 AAA0EEC07DC0046D.....
 Name: Joe Leggett
 Position: Influencer
 Date: 23 June 2023

Signed for and on behalf of
VINCENT GLENCAIRN, ODDBALL AGENCY LIMITED

Signature: DocuSigned by:

 1972F9297E07224AE.....
 Name: Vincent Glencairn
 Position: FOUNDER & CEO @ ODDBALL AGENCY
 Date: 23 June 2023

