

NEWGEN

NewGen Advertising Limited (Company number: 09689854)
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Contact: Irene Gomez

INFLUENCER AGREEMENT

Rockstar x Live Nation: Festival Campaign ("Campaign")

19th July 2024

Dear Elizabeth Morgan whose address is 4 Talbot Gardens, Leeds, West Yorkshire, LS81AJ and whose email address is lizzie@gimmekaya.co.uk,
("you"/ "your")

Engagement by NewGen Advertising Limited ("us" / "we" / "our")

On the basis that you have agreed to work with us as part of the above mentioned Campaign, and have particular skills, knowledge and experience relating to our business sector, the following sets out the terms on which we will engage you and reflects our joint intentions. It also sets out our requirements regarding the rights in that work you do or create and the information which you may receive.

The project sheet annexed herein ("**Project Sheet**") sets out the main commercial details. The legal matters are dealt with in the "**Key Terms**" section below. Together, along with any schedules, they make up the agreement between you and us ("**Agreement**").

KEY TERMS

It is agreed that:

Services & Works

1. You will provide the Services (including the Works) and other materials as set out in the Project Sheet during the Term (as defined in the Project Sheet) to us on an independent contractor basis at such times and at such locations as are reasonably required in accordance with this Agreement ("**Engagement**").

Payment

2. Following receipt of payment from the Client, we will pay you the fees ("**Fees**") in accordance with the terms as described in the Project Sheet ("**Payment Terms**").
3. You are not entitled under the terms of this Agreement to receive remuneration in excess of the Fees either during or after termination of your Engagement unless agreed in advance between us.

Intellectual Property Rights

LICENCE OF IP

4. All intellectual property rights (including without limitation all copyright, design rights and or get up, trade marks, patent rights, rental rights, database rights and similar rights whether registered, registrable or not ("**Intellectual Property Rights**") in the Works shall belong to and vest in you.
5. Subject to the terms of this Agreement, you hereby agree to provide the Works and grant us all rights, licences and consents necessary to enable us (and/or our licensees) to make the fullest use of the Works as set out in the Project Sheet

6. The rights, licences and consents provided under this Agreement may be freely licensed or assigned by us to our group companies and/or the Client.
7. You acknowledge and agree that with your permission (email to suffice) the Works may be received by or made available to third parties, shared and/or amended by third parties through Client controlled or branded websites/pages, and we (and/or our licensees) shall not be in breach of the terms of this Agreement in relation to any of the foregoing.
8. All equipment, content and materials supplied by us to you in connection with the Works ("**Supplied Materials**") and all Intellectual Property Rights therein will belong to and vest in us (or our licensor) and you are loaned and/or granted a non-exclusive licence to use the Supplied Material solely as necessary for the purpose of this Agreement, your Engagement and the provision of the Services hereunder. You agree that you will not use the Supplied Materials for any other purpose and that following completion of the Works you will return the Supplied Materials to us and cease all and any use thereof unless agreed by us in writing.

Confidential Information

9. Notwithstanding and without limiting the terms of any written confidentiality or non-disclosure agreement between you and us (the terms of which shall be deemed incorporated into this Agreement) you agree that you will keep all information that you may receive or have received relating to us, our affiliated and/or group companies, our customers, our clients and/or our suppliers (such as that relating to products, marketing, business history, financial arrangements, designs, ideas, concepts, rights, future plans, projects and your engagement on or involvement with them) ("**Confidential Information**") confidential and will not disclose it or any part of it to any third party (or cause or facilitate any such disclosure) without our written permission and will use the Confidential Information only for the performance of your obligations under this Agreement and not for your own benefit or the benefit of any third party.
10. Any Confidential Information that you do receive, whether on paper, computer, disk, tape or other device must be returned by you to us on completion of the Works or at any time on demand by us and you must not retain any copies of Confidential Information.

Quality and Performance

11. You agree, warrant and undertake that you are entitled to enter into this Agreement and will:
 - a) perform the Services and deliver the Works in a timely, professional and workmanlike manner and to a high standard of quality and integrity, using all reasonable care and skill;
 - b) reply to all calls, messages (either email, text, Skype or Twitter DM) from us no later than 24 hours from the time at which the relevant message was sent by us;
 - c) advise us of the progress of the Works as and when this information is requested;
 - d) sign and agree to the terms of the Project Sheet annexed to this Agreement;
 - e) obey all reasonable instructions by us and/or the Client in connection with the provision of the Services and performance of this Agreement and make two (2) rounds of reasonable amends or modifications and correct all defects, errors or deficiencies in the Works immediately on being notified of the same;
 - f) retain and archive all original works and materials created pursuant to this Agreement and on request, pass to us all content and materials supplied by us or created or developed by you in the performance of the Services and this Agreement, together with all documents of

- title, licences, software, models, audio-visual and text materials;
 - g) not reuse or recreate any aspect of the Works for yourself or for the benefit of any third party without our prior written consent;
 - h) comply with all applicable laws and regulations applicable to the Services and the Works and comply with all such policies and guidelines as we make available to you;
 - i) not do anything or use any of the rights granted to you under this Agreement in any manner that may reasonably be considered by us to adversely affect the commercial reputation or business of us or the Client or bring us or the Client into disrepute; and
 - j) not negatively portray us, the Client or otherwise make any defamatory or derogatory statements or take part in any activities or exercise any of the rights granted to you under this Agreement in any manner which is derogatory to or is detrimental to the Client's reputation.
12. You agree, warrant and undertake that you know of no reason why any fact or event relating to your personal history should prevent you from performing the Services or in any way be considered detrimental or prejudicial to us or the Client.
13. You agree, warrant and undertake that, except for the Supplied Materials, the Works:
- a) are and will be free from defamatory, racist, inflammatory, obscene and other inappropriate, unlawful or legally restricted material;
 - b) will be your own original work and not copied from any other work and neither we nor any third party authorised by us shall be liable for any fees or payments in relation to their use, other than the Fees described hereunder; and
 - c) will not infringe any third party rights and that you are and will be entitled to grant the rights set out herein.
14. You agree to hold harmless and indemnify us, our officers, directors, employees and agents from and against all claims, fees, costs (including legal fees), liabilities, proceedings, losses, damages and expenses arising out of any breach or non-performance of this Agreement or any misuse of any Supplied Materials.

Third Parties

15. This Agreement is an exclusive and you may provide goods and/or services to third parties provided that the provision of those goods and/or services must not conflict or interfere with your Engagement under this Agreement or in any way conflict with the Client.

No Authority to bind

16. You will not assume, create or incur any liability or obligation on our behalf (and acknowledge that you have no right to do so except as specifically authorised in writing by us).

Term and Termination

17. You shall provide the Services to us for the duration of the Term unless this Agreement is terminated by us for any reason at our sole discretion by giving you 2 days' written notice (provided that in such circumstances we pay you the relevant Fees for all Works completed up until the effective date of termination).
18. This Agreement may be terminated with immediate effect forthwith by us:
- a) if you commit any breach of this Agreement and (where such breach is capable of remedy) fail to remedy that breach within 7 days of receiving a written request from us to do so;
 - b) if you are negligent or guilty of any serious misconduct in connection with your Engagement, the Works or in any other way which might negatively affect our business;
 - c) if for whatever reason the Client rejects any element of the Works and/or withdraws from the Campaign for any reason at its reasonable discretion; or
 - d) if the terms listed within the project sheet are not abided by; or
 - e) if you become bankrupt.

19. You shall not, during the Term and for a period of 6 months thereafter, solicit our clients or customers or entice them to transfer their business. Whilst the parties consider this restriction to be reasonable the parties agree that if a court of competent jurisdiction considers that any restriction is invalid but would have been valid if either the period or its scope were reduced then such restriction shall continue to apply but with such restriction or restrictions necessary to enable its validity.

General

20. You may not assign, license, sub-contract or part with any of your rights, duties or obligations under this Agreement without our prior written consent. This Agreement shall be freely assignable by us.
21. This Agreement may not be varied or modified except in writing and signed by both parties. No waiver (whether express or implied) by us of any breach of this Agreement shall be deemed to constitute a waiver or consent to any subsequent or continuing breach.
22. You agree to us holding and processing personal data provided by you for purposes relating to this Agreement and your Engagement and the operation, management, security and administration of our business.
23. You agree to comply with any health and safety rules we have in place from time to time.
24. For the purposes of this Agreement, reference to either party includes its respective subsidiaries and/or any holding/parent company.
25. Nothing in these terms shall be deemed to constitute a partnership, employment or agency relationship between you and us and you shall not do anything whereby you may be represented as our partner, agent or employee. You agree that you are an independent contractor and nothing in this Agreement or the way in which it is performed shall render you (or any of your members, employees, workers or partners) an employee, worker, agent or partner of us and you (and they) shall not hold yourself (or themselves) out as such. You are also responsible for all your own tax, national insurance, VAT and other liabilities as well as those of any employee or other person working with or under you and agree to indemnify us and any associated company in respect thereof 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 the performance of the Works (where recovery is not prohibited by law) and all reasonable costs, expenses and any penalty, fine or interest incurred or payable by us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
 - b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by way of deduction from any payments due to you.
26. This Agreement shall be construed in accordance with English Law and both you and we agree to submit to the exclusive jurisdiction of the English Courts.
27. This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument.

PROJECT SHEET

CAMPAIGN	Rockstar x Live Nation: Festival Campaign
CLIENT	Rockstar
TERRITORY	UK & IRE
TERM	July 1, 2024-August 31, 2024
CAMPAIGN DATES	August 23, 2024-August 25, 2024
FEES & PAYMENT TERMS	<p>£ 5,000 + VAT</p> <p>Payable within 45 days following the submission of your invoice..</p> <p>Invoice to be shared on submission of the content for approval.</p> <p>TBH DIGITAL LIMITED will invoice on behalf of Elizabeth Morgan. They are responsible on sending a valid invoice, following NewGen sending a PO upon submission of content for approval.</p>
SERVICES	<p>In consideration of us paying you the Fees, you will post the following:</p> <ul style="list-style-type: none">• 1 x IG Reels - https://www.instagram.com/gimme_kaya/• 1x IG Story Set (3 frames) - https://www.instagram.com/gimme_kaya/• 1 x Month Paid Usage Rights (up to £2k)• 1 x Month Brand Exclusivity from Competitors (Redbull, Coke, Fanta, Sprite, Monster Energy)• Attendance to Leeds Festival <p>All content shall be due for review 72 hours before live date latest to ensure enough time for amends and approval.</p> <p>Competitors: Redbull, Coca Cola Company Beverages, Monster & GFUEL.</p> <p>(the "Works")</p> <p>In consideration of the Fee(s), you are engaged on an exclusive basis to provide the following Services:</p> <p>Short Form Content</p> <ul style="list-style-type: none">• Must be aligned to the key messaging provided by Rockstar.

- Must include hashtags, links, @'s & #'s etc that will be provided by Rockstar.
- Must disclose advertisement as per advertising guidelines. This must include the hashtag: #Ad or #Sponsored.
- Must include subtitling provided by you.
- Must be 30-45 seconds in length.
- The Client will need to review & approve any content before it is posted online.

Paid Media Usage Rights

You hereby grant us necessary rights in order to deploy paid amplification to the best of our abilities utilising your content and necessary platforms whether in relation to Meta Boosting or TikTok boosting.

- **TikTok Boosting** - You must submit a spark code immediately after posting the content.
- **Meta Boosting** - You must grant access to boost content on both Instagram & Facebook as per Meta boosting guidelines.

If unsure on any of the above points, please reach out to a NewGen representative in order to streamline this process.

Attendance to Leeds Festival

- You will be on site for the duration requested in line with the call sheet. You must reply to / acknowledge all messages within one hour whilst on-site. There will be locations provided for WiFi, please ensure you check in frequently.
- You will be provided with tickets for all three days of the festival.

Fee Reduction

- You will be required to attend the activations as stated in the brief. All aspects must be included within your content;
- You must abide by the times set forth in the call sheet, delays or no-shows will result in a fee reduction.

Failure to show up to said activations or cause unnecessary delays will result in a fee reduction of up to 20%.

In consideration of the Fee(s), you are engaged on an exclusive basis to provide the following Services:

- a) Post a minimum of the required volume of Works, listed above. The Works must remain live for a minimum of six (6) months after the content has gone live unless there is a change in law or order of the social media platform.
- b) The social posts must be aligned to the key messaging provided by NewGen / Rockstar.

	<p>c) The social posts must go live in accordance with the content plan set forth by NewGen.</p> <p>d) Each piece of content must be sent to us, prior to posting, for approval. All content is required for the submission for payment. We are entitled to make up to 2 (two) rounds of factual revision to the contentcontent. You shall not post anything prior to obtaining our written approval nor shall delete or alter the content after such approval.</p> <p>e) You will ensure that the Works are newly created for this specific campaign and not repurposed or repeated during the length of the contract.</p> <p>f) The Instagram Reels must include hashtags, links, @'s etc that will be provided by NewGen / Rockstar. All copies must be sent to Kairos for approval before going live.</p> <p>If you are unable to provide the Services to the agreed schedule, due to illness, injury or other exceptional circumstances, you must notify your contact at NewGen as soon as reasonably possible. For the avoidance of doubt, time is of the essence of this Agreement.</p> <p>You will ensure that all Works shall not mention or feature any other brand names, and the Works shall not reasonably be considered offensive, indecent, unlawful, obscene or that might reasonably be considered to be prejudicial, or to bring us or Client into disrepute.</p> <p>If necessary, you shall remove any and all Works as requested by us immediately.</p>
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Signed for and on behalf of

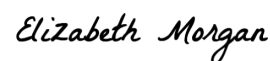
NEWGEN ADVERTISING LIMITED



Date: 08 / 14 / 2024

Signed by





ELIZABETH MORGAN



Date: 08 / 14 / 2024



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