



AGREEMENT

Whalar wishes to engage Creator to produce creative works and content in connection with the Brand and its Campaign in accordance with the details set out in the SOW below as of the last date signed by both Parties ("Effective Date"), Whalar Terms, attached exhibits (if any) and creative briefs (attached or hyperlinked hereto, or provided at a later date) (together, the "Agreement"). For the avoidance of doubt, the Whalar Terms and SOW herein shall take precedence over any language submitted or agreed to on the Whalar platform. In the event of any conflict or ambiguity between the SOW and the Whalar Terms, the terms of the SOW shall prevail. If Creator is employed through a loanout entity ("Lender"), all references herein to Creator shall be deemed to include Lender.

SOW ("SOW")

PARTIES

Whalar Contracting Entity and Address:

WHALAR LTD., a private limited company registered in England and Wales (No. 09803195) whose registered office is at 9th Floor, 107 Cheapside, London EC2V 6DN, UK ("Whalar").

Whalar Contact Information: Sheniz Mehmet sheniz@whalar.com

Creator Name: Food By Remi Limited ("**Lender**") F/S/O Oluremi Idowu ("Creator")

Handle: @foodbyremi

Creator Contact Information (for Notices):

remidowu@gmail.com

Is Creator represented? Yes Seran Bishop, seran@tbhtalent.com
For further clarification, a Representative is Creator's agent or manager.

BRAND AND CAMPAIGN DETAILS

Brand: Diageo Great Britain Ltd ("Brand")

Name of Campaign: Baileys Chocolate H1 F25 ("Campaign")

Product: Baileys Chocolate ("Product")

PARTICIPATION REQUIREMENTS AND SERVICES

SERVICES: Creator will create and post the following assets as directed by Whalar ("Content Material(s)");

- 1x Instagram Reel, posted in-feed (approximately 30-60 seconds in length); and
- 1x Instagram Story Set with 3x frames and sticker link

PARTICIPATION REQUIREMENTS:

- Creator must comply with Diageo Marketing Code, found here: <https://www.diageo.com/en/esg/responsible-drinking/marketing-code>
- Creator must be over the age of 25
- All persons featured in the Content Materials must be over the age of 25
- 75%+ of the Creator's followers are to be over the age of 18
- The Creator must not have a history of alcohol or drug abuse
- Creator must add text overlays as directed by Whalar to all Content Materials for the entirety of the duration of the Content Materials
- The Creator shall measure the Brand product using the jigger (which shall be purchased at the Creator's own cost) and feature the jigger within the Content Materials.
- All Content Materials must be no longer than sixty (60) seconds in duration.

THE CONTENT BRIEF: The creative brief for this project can be found here: <https://docs.google.com/presentation/d/1qq03ix4B9jOKbovWlyJZpAssljkH-Z9Op5fC9dbhnds/pub?start=false&loop=false&delayms=3000>

TIMING:

- All Content Materials shall be created and sent to Whalar for approval no later than September 22, 2024 .
- All Content Materials shall be posted no later than by September 25, 2024.
- Notwithstanding the foregoing, in the case the Campaign deadlines have flexibility (as solely approved by Whalar), the delivery dates of the Content Materials shall be mutually agreed by the parties, if other than as set forth above.

HASHTAGS/TAGS: All Content Materials shall include the following: #Ad #chocolatetreats #baileyschocolate @baileysofficial

OWNERSHIP: Creator Whalar and Brand acknowledge and agree that Creator will solely own the Content Materials, excluding that Whalar and/or Brand shall continue to own their own names, trademarks, and other materials provided to Creator hereunder (collectively, the "Brand Materials"). Whalar and/or Brand hereby grant Creator the royalty-free, fully paid, worldwide, revocable, right and license to use the Brand Materials solely to perform Creator's obligations herein and in connection with the Content Materials.

Creator agrees to waive any moral rights in the Content Materials. Whalar further agrees that they shall not use the Content Materials in a way that would directly bring the Creator's business into disrepute in the opinion of a reasonable business person.

USAGE: Creator provides Whalar and Brand a worldwide, royalty-free, irrevocable, fully paid-up, exclusive license (other than posting by Creator to fulfil the obligations of this Agreement) to use, distribute, edit, modify, or otherwise exploit the Content Materials and Creator's name, voice, image, likeness, photos, videos, and social media handles, as incorporated therein for the periods of time as set forth below (collectively to be defined as "Usage Term") for 3 months following the posting of Content Materials for allowlisting from Creator's Handle(s). For the avoidance of doubt, there shall be no organic usage of the content.

Creator acknowledges and agrees that the Content Materials may be available online after the agreed Usage Term, and that Whalar and/or Brand shall not be responsible for proactively taking down any Content Materials after the Usage Term, or for any use of the Content Materials by third parties either during or after the Usage Term.

Content must remain visible (no archiving or deleting) on Creator's social media feed for a period of one (1) year from the post date. For the avoidance of doubt, any Instagram Story Content shall remain visible for 24 hours (no archiving or deleting)

MUSIC: Unless otherwise directed by Whalar to use specific music provided by Brand, Creator shall use original sound(s) or sound(s) for commercial use on all platforms from a royalty-free library. License for such sounds shall be provided upon request.

THIRD PARTY IP: There shall be no competitor exclusivity. Other than Brand, no third party products or IP shall be included in any Content Materials unless otherwise approved in writing by Whalar.

ADDITIONAL TERMS:

N/A

FEES


Whalar agrees to pay \$14,000 USD ("Campaign Fee") for all services under the SOW and rights granted within this Agreement. Payment shall be made as noted in the Payment section of the attached Whalar Terms. The Campaign Fee is the amount payable net of all standard platform and administrative Whalar fees.

In addition to the above Campaign Fee, the Brand shall provide Creator with Baileys Chocolate with a value of (\$20-\$25 per bottle).

SIGNATURES

By signing below Whalar and Creator acknowledge their acceptance of the Agreement and agree to the terms located at www.whalar.com/terms. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Each party agrees that the use of an electronic signature (e.g., Harbour, DocuSign, AdobeSign) and other electronic formats (e.g., "pdf", "tif", "jpg", etc.), whether digital or encrypted, shall have the same legal effect, validity, and enforceability as a manually executed signature to the fullest extent permitted by applicable law.

WHALAR LTD


Signature: 

Name: Maciej Lbik

Title: Senior Manager, Business Affairs

Date: Sep 18 2024

CREATOR

Signature: 

Full Name: Oluremi Idowu

Title: Content Creator

Date: Sep 18 2024

WHALAR TERMS

Terms defined in the SOW have the same meaning in these Whalar Terms.

1. **Term.** This Agreement shall commence upon the Effective Date and shall continue until the end of the Usage Term as set forth in the SOW (the "SOW") unless terminated earlier in accordance with this Agreement ("Term"). Whalar may shift the timing of the Campaign in its sole discretion. Creator agrees to, at no additional cost, accommodate the reasonable request by Whalar of any timing shift.
2. **Services.**
 - a. Creator will create and provide the Content Materials and post them on the Content Sites, following the details, timing, delivery dates, Content Guidelines (as set forth in Exhibit A) and specifications for the Content Materials, which are set out in the SOW, or otherwise as communicated by Whalar in writing. Creator shall only use the Content Materials for the purpose specified in the SOW and for the duration of the Campaign unless Whalar confirms otherwise in writing (email is sufficient). In the event that Whalar and/or Brand provides any product(s) to Creator, Creator agrees to use those product(s) only in connection with the Content Materials or for Creator's own personal use. Creator will not sell (or have sold by any third party) such product(s) to any third parties, nor use such product(s) as promotional items in giveaways, contests, or sweepstakes, without the prior written approval of Whalar and/or Brand.
 - b. Creator shall provide Whalar with available information and data (analytics via screen grabs) in relation to consumer feedback and engagement with the Content Materials and provide Whalar with necessary business access by joining/activating Creator's applicable social media accounts on Foam (Whalar Platform) to allow Whalar to monitor the performance of the Campaign. By joining Foam Creator agrees to provide necessary business access within the applicable social media platform for Whalar and/or Brand to activate the usage rights as noted herein (for the avoidance of doubt, no rights will be provided to Whalar or Brand to front-end posting from Creator's accounts) and Creator agrees to the Whalar/Foam website terms and conditions (www.whalar.com/terms).
3. **Payment.** The Campaign Fee is the full and complete compensation due to Creator under this Agreement, and Whalar will not pay any other associated costs or fees that Creator might incur relating to receiving the Campaign Fee, or creating and publishing the Content Materials, such as the costs of travel, internet fees, and any equipment required to create the Content Materials. So long as Creator is not in uncured breach of the Agreement and so long as Whalar has received the Campaign Fee from Brand, the Campaign Fee will be paid by way of electronic bank transfer / PayPal to the account that Creator has provided in Creator's Whalar Foam account within Net 60 days after posting of all Content Materials, Whalar receiving all clean assets and analytics, invoice, mutual signature of this Agreement, and, if not previously registered, Creator's registration to Whalar's payment system. Creator is responsible for providing complete and accurate bank account information and keeping such information up to date. In the event Creator has provided a bank account of a third party (e.g., representative or lender), receipt of payment by such third party shall constitute full and legal receipt of payment by Creator, and shall release Whalar and Brand of any further obligations for payment of Campaign Fee. Creator agrees to hold Brand solely liable for the Campaign Fee to the extent that Whalar has not received the Campaign Fee from the Brand and Creator has completed the requirements for payment as set forth above. . T
4. **Confidentiality.** For purposes hereof, "Confidential Information" means all confidential information (however recorded or preserved) disclosed by Whalar, or any member of its group of companies to which it belongs, to Creator, or any member of its group of companies to which it belongs, in connection with, including but not limited to: (i) the terms of this Agreement; (ii) any information that

is specified by Whalar as confidential or proprietary, or would be regarded as confidential or proprietary by a reasonable business person relating to the business, affairs, customers, clients, suppliers, or plans of Whalar (or of any member of the group of companies to which Whalar belongs); (iii) the operations, processes, product information, know-how, designs, trade secrets or software of Whalar (or of any member of the group of companies to which it belongs); and (iv) any information developed by Whalar in the course of carrying out this Agreement. Creator undertakes that it shall not at any time during this Agreement or thereafter disclose to any person any Confidential Information except as permitted herein. Creator may disclose the Confidential Information (a) to its employees, officers, representatives, or advisors who need to know such information for the purposes of exercising Creator's rights or carrying out its obligations under or in connection with this Agreement, provided Creator instructs such persons to maintain the confidentiality of any such Confidential Information, or (b) as required by law or order of a court of competent jurisdiction, in which event Creator shall notify Whalar as promptly as practicable (and, if possible, prior to making any disclosure), seek confidential treatment of such information, and cooperate in protecting against any such disclosure (including, without limitation, obtaining a protective order narrowing the scope of any such disclosure and/or use of the Confidential Information). The terms of this Agreement shall be considered Whalar's Confidential Information. The obligations to keep things confidential set out in this section do not cover information which (a) was in possession of Creator prior to disclosure by Whalar; or (b) is now or afterward becomes public knowledge, other than where this is due to Creator not keeping it confidential.

5. **Personal Data.** Whalar will use and take care of any Personal Data supplied by Creator as described in the Whalar privacy policy, a copy of which can be seen at the website address: <https://www.whalar.com/privacy>, and in accordance with data protection legislation. Where it is necessary for the Campaign, Whalar may share Creator's personal information (as provided by Creator) with the Brand. The Brand may use and take care of any personal information as described in either Whalar's privacy policy or the Brand's privacy policy and in accordance with data protection legislation. Notwithstanding the foregoing, Whalar is not responsible, and shall not be held liable for the Brand's use or misuse of Creator's Personal Data.

6. **License.**

- a. In addition to any usage as set forth in the SOW, during the Usage Term and thereafter for historical and industrial usages,, Creator grants Whalar and Brand a worldwide, irrevocable, fully paid-up, royalty-free, and fully sublicensable (to the extent required to make use of the Content Materials as permitted herein) and fully sublicensable right and license and all necessary permission and consent to use, reproduce, publish, distribute, transmit, display, and otherwise use Creator's name (including nickname, alias, screen name), voice, signature, biography, social handles, image and likeness and all other approved persona or other attributable rights, in connection with the applicable Content Materials in any and all editorial media now known or hereafter devised (during the Term only or related to industry awards), for inclusion on non-commercial highlight reels, case studies, non-public sales meetings, sales trainings, employee/in-house, other internal use, and industry awards.
- b. Should Content Materials not be able to be executed/posted on any specific platform due to reasons beyond Creator's and/or Whalar's control (including, but not limited to, the ban of any social media platform), the parties will mutually agree on alternative usages of the Content Materials (including, but not limited to posting on Creator's other platforms) for no additional fee to Whalar or Brand; no reasonable request by Whalar or Brand shall be denied.

7. **Representations and Warranties.**

- a. Creator represents and warrants that: (a) Creator has the right to distribute the Content Materials on the Content Sites; (b) Creator is of legal age and has read and understood this Agreement and agrees to be legally bound by it (or, if not, that a parent or legal guardian will sign on Creator's behalf); (c) Creator has the right, power, and authority to enter into this Agreement and fully perform all of required material obligations hereunder; (d) Creator is legally able to work in the country in which the services are being performed; (e) the Content Materials are wholly original and nothing in the Content Materials will in any way infringe upon or violate the copyright, or other Intellectual Property Rights or other rights, or constitute defamation or invasion of the rights of privacy or publicity of, any person, firm or corporation and any use of the Content Materials, by Whalar or the Brand in accordance with this Agreement, will not violate any copyright or other Intellectual Property Rights of any third party; (f) in the event Creator has visible tattoos or other body art (or any other persons in the Content Materials has visible tattoos or body art), Creator has necessary rights and clearances for use of such art; (g) Creator shall not make any press announcements or otherwise publicise the Agreement without Whalar's prior written approval; and (h) the Content Materials will comply with all terms and conditions, agreements, guidelines, and rules as provided by the Content Sites at all times.
- b. In the event that Creator is employed through a lender, all payments and other consideration hereunder shall be paid solely to Lender (and representations and warranties and indemnities shall be deemed to have been made by Lender, subject to Creator's inducement hereunder), and Lender and Creator represent and warrant, in addition to those representations and warranties set forth herein, as follows: (i) Lender has a valid subsisting exclusive agreement with Creator, under which Creator is obligated to render Creator's services for Lender for at least the full term of this Agreement; (ii) each has the right to enter into this Agreement with Whalar to furnish Creator's services and to grant all of the rights as herein set forth; (iii) Lender is a corporation or other legal entity duly organized and existing under the laws of Lender's state or country of incorporation or formation; (iv) Creator agrees that, in the event of a breach of this Agreement by Lender, Creator shall render all services directly for Whalar and in the same manner as if Creator were a direct party to this Agreement; and (v) Lender shall fulfill all of the responsibilities of the employer of Creator and shall fully discharge all of such obligations as required by any and all laws, regulations, and orders now or hereafter enforced, including but not limited to, those which may require the deduction or withholding of money for taxes or otherwise from any of the sums payable to Creator and the payment of all required fringe payments resulting from Lender's employment of Creator, and Lender also shall carry worker's compensation insurance if required by law and shall fulfill whatever obligations Lender is legally required to fulfill by law as a general employer under applicable worker's compensation laws. In addition, Lender shall indemnify Whalar on the same terms as set forth herein for (A) any claim for compensation by Creator; (B) any failure on Lender's part to make or pay the required deductions or withholdings, or both, from the compensation payable to Creator by Lender; or (C) any failure on Lender's part to discharge the obligations as the employer of Creator.
- c. In the event that Creator's representative is entering into this Agreement on behalf of Creator, Representative represents and warrants that (i) it is entering into this Agreement as Creator's Representative and on behalf of Creator; (ii) it has all necessary right, power and authority to enter into this Agreement on Representative's behalf and on behalf of Creator; (iii) the term "Creator" as used herein will include Representative for all purposes hereunder unless otherwise expressly provided; (iv) Representative will cause the Creator to perform all obligations of Creator hereunder; and (v) Representative will be responsible for all acts or omissions of the Creator hereunder.

8. **Fraudulent Activity.** Creator, and/or anyone acting on Creator's behalf, (i) has not and will not artificially, fraudulently, intentionally, recklessly, unfairly or deceptively exaggerate, inflate or otherwise affect the size of Creator's social media followings, subscribers, likes (or similar actions), shares (including retweets and regrams) or comments; and (ii) has not and will not purchase followers, subscribers (including non-human followers or subscribers) or engagements in exchange for anything of value; (collectively (i) and (ii) shall be defined as "Fraudulent Activity"); and (iii) will use reasonable efforts to verify the authenticity of Creator's followers, subscribers, likes, shares and comments and should Creator (including anyone working on Creator's behalf) know or have reason to believe that the authenticity of the aforementioned has been compromised, Creator will take immediate action to resolve the issue.
9. **Indemnification.** Creator agrees to indemnify and hold Whalar, Brand, and each of their parent, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, loss, liability, injury, property damage, costs (including attorney's fees) or damages arising from actual or threatened claims or causes of action for (a) Creator's material breach of this Agreement (or any representations and/or warranties contained herein) or (b) Creator's negligence or wilful misconduct.
10. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL WHALAR, BRAND, CREATOR, LENDER (EACH A "PARTY") OR THEIR RESPECTIVE DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, PARENTS, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE TO OTHER PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. NOTWITHSTANDING ANYTHING TO THE FOREGOING, EXCLUDING ANY INDEMNITIES HEREIN, REPRESENTATIONS AND WARRANTIES, LIABILITIES FOR GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR ANY OTHER LIABILITY WHICH IS NOT POSSIBLE TO LIMIT OR EXCLUDE AT LAW, EACH PARTY'S LIABILITY SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE CAMPAIGN FEE TO CREATOR HEREIN.
11. **Release.** In addition to all other rights and/or releases granted herein, Creator hereby expressly releases and forever waives any and all claims, actions, causes of action, demands, rights, damages, costs, attorney's fees, losses and expenses which Creator may have against Whalar and/or Brand for any accident, personal injury, disability, death, sickness (including, but not limited to, contracting of COVID-19), property damage, or loss of any kind or nature suffered by Creator in rendering Services hereunder, other than any amounts owed pursuant to this Agreement.
12. **Termination.** Whalar may end the Campaign and/or terminate this Agreement at any time, for any reason, upon written notice to Creator. Whalar may terminate this Agreement (either the whole of it or part of it), (and this includes the right to terminate any individual SOW) immediately by notice in writing to Creator where Creator: (a) materially breaches the terms of this Agreement, including the terms set out in the SOW and, in the case of a breach which can be cured (to be determined in Whalar's sole discretion), does not cure such breach within two (2) days of written notice; (b) fails to provide clear and conspicuous disclosure of material connections with Brand or otherwise fail to comply with applicable Advertiser Regulators or platform advertising guidelines; (c) (if Whalar and/or Brand determines through verifiable means) Creator has intentionally engaged in Fraudulent Activity; (d) Creator renders any services for this Agreement under the influence of intoxicants, narcotics, or non-prescribed controlled substances in any form; (e) Creator makes any direct or indirect disparaging comments about the Campaign, Whalar, Brand, or Brand's products or product

categories, that in Whalar and/or Brand's sole discretion negatively affects the Campaign, Whalar, Brand, or Brand's products or product categories; (f) during the Term, ceases, or threatens to cease, to carry on business as a creator; or (g) the Creator does not comply with any of the Participation Requirements set out within the SOW. The Creator may terminate this Agreement upon written notice in the event that Whalar are in uncured material or persistent breach of this Agreement provided that in the case of a breach that is capable of remedy Whalar don't put it right within thirty (30) days of written notice from Creator of specific breach and requested cure

13. **Morals.** Whalar may terminate this agreement immediately upon written notice if: (a) during the Term, or prior to the Term not disclosed to Whalar, Creator is/was involved in an indictment, charge, criminal complaint (or similar charging document), plea or conviction, a crime involving moral turpitude, or any felony (US)/indictable offence (UK) under Federal, state, or local laws (other than a road traffic offense punishable by a non-custodial sentence); (b) during the Term, or prior to the Term not disclosed to Whalar, Creator is/was the subject of a public reporting (that is not retracted within forty-eight (48) hours) through more than one (1) reputable news organizations of allegations or accusations that Creator has engaged in conduct that would constitute a crime involving any moral turpitude or any felony; or (c) during the Term, or prior to the Term not disclosed to Whalar, Creator commit(ed) any morally reprehensible act which is inconsistent with current contemporary norms and which would reasonably degrade Creator's reputation or the reputation of Whalar and/or Brand.
14. **Effect upon Termination.** If this Agreement or any SOW (as the case may be) is terminated, Creator must return, or destroy in Whalar's sole discretion, all Confidential Information and/or Brand Materials and will, at Whalar's request, immediately remove all Content Materials from the Content Sites. In the event of an uncured breach of this Agreement by Creator, in addition to any other rights and/or remedies that Whalar and/or Client may have, Whalar shall have no obligation to remit Campaign Fee in whole or in part. In the event Creator (or a third party on behalf of Creator) has been pre-paid, Creator or such party shall promptly return any portion of the Campaign Fee previously paid. Except as otherwise stated herein, in the event of Whalar's termination of this Agreement without cause, Whalar will pay Creator a pro-rata portion of the Campaign Fee (if any) which is payable for completed Content Materials prior to the date of termination, in accordance with the terms of this Agreement. If any Content Material is not delivered to the reasonable satisfaction of Whalar and/or Brand, and after the allotted revisions/amendments under this Agreement, Whalar may, at its sole discretion, pay Creator a pro-rata amount of the Campaign Fee (if any) for the amount of satisfactory work completed under this Agreement.
15. **Force Majeure.** Neither party will be treated as being in breach of this Agreement where there is a delay in performing, or failure to perform, any obligations under this Agreement if the delay or failure was caused by circumstances beyond the reasonable control of a party (a "Force Majeure Event"). If this happens, however, whichever party is affected has to notify the other party in writing of the nature and extent of the circumstances in question as soon as reasonably possible and take reasonable steps to minimise the time and impact of the circumstances causing the problem. Notwithstanding anything to the contrary herein, unplanned circumstances related to or arising from the Covid-19 pandemic (including new variants thereof) shall be considered a Force Majeure Event under this section. In the event of termination of this Agreement due to a Force Majeure Event, so long as Creator is not in uncured material breach of the Agreement, Creator shall receive a *pro-rata* portion of the Campaign Fee. If the party claiming the Force Majeure Event has complied with this section, its performance under this Agreement shall be suspended for the period that the Force Majeure Event continues and the party will have a reasonable extension of time for performance of its obligations. Any costs arising from such delay or stoppage shall be borne by the party incurring those costs. If the Force Majeure Event continues for more than three (3) months, either party may

terminate this Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.

16. **Independent Contractor.** Creator is an independent contractor, and except as otherwise expressly set forth in this Agreement, Creator shall not be entitled to any benefits that are afforded to regular employees of Whalar. Creator is not an agent, subsidiary, or employee of Whalar. For the avoidance of doubt, unless otherwise defined in the SOW, Creator will be responsible for all third party fees related to Creator's representation, unions, and the administration of payroll or employment taxes, including, but not limited to, national tax, national insurance, federal income tax, FICA, federal and state unemployment insurance for Creator, or any other relevant costs or taxes in Creator's region. All sums stated in this Agreement are stated is inclusive of any applicable sales taxes. Notwithstanding the foregoing, if applicable, the sums stated in this Agreement are exclusive of VAT, which if requested by Creator, Creator shall send an itemised invoice (inclusive of company name, address, and VAT registration number from Creator and Whalar {Whalar to provide such information on request}) at the relevant rate that applies at the date of invoice Whalar. Unless otherwise noted in the SOW, Lender (if applicable) and Creator acknowledge and agree that if any guild, union, or labor organization attempts to assert jurisdiction over the Content Material, Creator will be responsible for any payments, fees, royalties, pension, and welfare contributions or any other payments due to such entities and waive Whalar and Brand of any and all responsibility in relation to any of the foregoing payments. Creator hereby irrevocably and unconditionally waives any and all rights Creator may have or may later have to seek recourse or redress from any guild or union in respect of the Content Material. The terms of this Agreement are not intended to be relied upon or enforceable under the Contract (Rights of Third Parties) Act 1999 by any third party who is not a party to this Agreement.
17. **Notices.** Notices must be served via email to Whalar at notices@whalar.com, and to Creator, to the relevant email linked to Creator's Whalar account provided by Creator on the Whalar platform or in the SOW (or another email otherwise provided by Creator), using email delivery. Such notice shall be deemed to have been received on the date that email was sent.
18. **Anti-Bribery.** In connection with this Agreement, each Party will comply with all applicable commercial and public anti-bribery laws ("Anti-Bribery Laws"), including, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, Creator will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.
19. **Miscellaneous.** All sections and provisions, which by their nature are intended to survive, shall expressly survive termination or expiration of this Agreement. The headings and titles of sections are for reference only and shall not impact the meaning or interpretation of the Agreement. Creator may not assign or subcontract its rights or obligations hereunder without Whalar's prior written consent. This Agreement is binding upon Creator's executors, administrators, heirs, legal representatives, and permitted assigns. Whalar shall be permitted to assign these Whalar terms and any applicable Agreement to Brand, any representative of Brand, any Whalar affiliate, or in connection with any merger, acquisition, reorganization, or similar corporate transaction by Whalar or Brand upon written notice to Creator. A failure by a party to enforce rights, if there is a breach by the other party in performing any of the provisions, shall not prevent the non-breaching party from subsequently enforcing any of the provisions or from acting on any subsequent breach of or default by the other party under any provision. If any provision of this Agreement shall be found by any court or

administrative body to be wholly or partly illegal or invalid, but would not be so if part of the provision were deleted, the remainder of the Agreement shall apply in full force and effect. Furthermore, in lieu of any such severed and unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar to the severed provision as may be possible, and which will be legal, binding, and enforceable among the parties. This Agreement amounts to the entire understanding between the parties and it will not be altered or modified unless the parties agree to that in writing.

20. **Dispute Resolution.** If any claim or dispute arises under or in connection with this Agreement, the parties shall attempt to settle such claim or dispute by good faith negotiation. If any claim or dispute cannot be settled by negotiation within 14 days after initiation of the negotiation process, the parties shall, before resorting to court proceedings, attempt to resolve the claim or dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the mediation does not resolve the claim or dispute within 30 days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts set forth in this section. For the avoidance of doubt, nothing in this section will stop or delay a party from commencing court proceedings at any time in order to avoid the expiry of any contractual, statutory or equitable limitation period or time limit or for an order or award (whether interim or final) restraining the other party from doing any act or compelling the other party to do any act. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual claims) shall be governed by and construed in accordance with the law of England and the Courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
21. **Independent Counsel.** Creator acknowledges that Creator has had the opportunity to have the benefit of the advice of independent legal counsel before signing this Agreement and either has chosen to avail itself of the benefit of the advice of independent legal counsel or has voluntarily decided not to do so. By signing this Agreement, Creator acknowledges that all negotiations (inclusive of Campaign Fee, terms, and deliverables) have been presented fairly and clearly. Creator is in full understanding of what is being asked and agrees to such terms.

EXHIBIT A
Content Guidelines

Creator shall adhere to the following content guidelines ("Content Guidelines"):

- a. Creator must have the written consent of any individuals who are featured in the Content Materials (including a risk waiver if required by Whalar) and where any individuals are under minor age, Creator must have the written consent of their parent and/or guardian for them to appear in the Content Materials;
- b. Creator must obtain and clear the rights and licenses (in writing) for any incidentals which are not original to Creator, but are used in the Content Materials such as music, sound, persons, actors, etc.;
- c. Creator shall co-operate with Whalar throughout the duration of the Campaign, for example, if Whalar has any specific or additional requests in relation to the Content Materials;
- d. Creator must report to Whalar immediately if for any reason Creator believes the Content Materials do not comply with the requirements set out herein, have been received negatively, or a third party states that the Content Materials are inappropriate, false, misleading, or may in any way harm the reputation of the Brand;
- e. If requested by Whalar for any reason or no reason, Creator shall immediately (and in any event within 24 hours) remove any Content Materials from the Content Sites;
- f. In addition to providing concept(s) for approval which have a reasonable number of rounds of review, Creator shall make one (1) round of edits to each Content Material as requested by Whalar. Should the Content Materials not comply with the provided creative brief, Agreement, and/or applicable laws, Creator shall reshoot the applicable Content Materials at no additional cost to Whalar and/or Brand. For the avoidance of doubt, each reshoot shall have one (1) round of reasonable amendments.
- g. If filming at a landmark or location that is private, protected, or identifiable, Creator must get written approval from the owner/rights holder of the landmark/location for permission to include such landmark/location. A fully executed location release shall be provided to Whalar upon request. For storefronts, art murals, and famous buildings, Creator must ask Whalar BEFORE shooting so Whalar can provide assistance and/or filming approval form;
- h. For vehicles, Creator must avoid clearly identifiable license plates that Creator does not own or have a signed release to use or Creator must blur or obscure until unidentifiable using video editing software; and
- i. Creator must exclude all third party brand names, logos, entertainment titles, art, etc. that Creator does not have the rights to, including in the background of content such as on a coffee table. (e.g., Nike sweatshirt, or the Harry Potter books, they must be moved or unidentifiable).
- j. The Content Materials must be (i) of high quality and (where relevant) taken in high resolution; (ii) in no way disparaging, profane, derogatory, or offensive to the general public; (iii) inclusive of necessary disclosure hashtag(s) (including those directed by Whalar), and compliant with all applicable laws and advertising regulations issued, made, or given by any advertising regulator (e.g., Federal Trade Commission ("FTC"), Advertising Standards Authority ("ASA"), or other regulating party in Creator's local area) guidelines regarding endorsements and use of testimonials in advertisements, as applicable. All disclosures must be clear and conspicuous at the beginning of the post before the "more"; (iv) approved by Whalar to verify compliance with the local regulatory guidelines (e.g., FTC, ASA, or other), specific platform guidelines, and the terms of this Agreement; (v) free from any false, misleading, or deceptive statements about Brand or its products; (vi) free from product performance or attribute claims about Brand without prior written approval of Whalar and/or Brand; (vii) compliant with any brand guidelines of the Brand if they are provided to Creator; and (viii) compliant with the terms of use of the Content Sites.