**Acorns Agreement - May 2021**

**Cover Page**

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| --- | --- |
| Date (mm/dd/yyyy) | 12/05/2021 |
| Agency Name (“Agency”) | Pursue Management Limited (company number 570411) dba Centus |
| Agency Address | Dockgate, Merchant’s Road, Galway, Ireland |
| Agency Contact | Ross Brown (Account Director) |
| Agency Email | [ross@centus.co](mailto:ross@centus.co) |
| Client Name (“Client”) | Acorns |
| Client Address |  |
| Client Contact |  |
| Client Email |  |
| Term | 1st July - 30th September 2021 |
| Fee Structure | 20% on top of the creator fee |
| Campaign Budget ($) | 100,000 |

Advertising and Promotional Services Agreement

AGREEMENT between Pursue Management Limited (company number 570411) dba Centus located at Dockgate, Galway, Ireland (“Agency”), and Acorns, [ADDRESS] (“Client”).

**1. Appointment**

Client hereby appoints Agency as Client’s advertising agency in connection with the promotion of products and/or services of Client via online marketing campaigns using influencers who create and publish online content (“Content Creators”) on YouTube, Instagram, and any other requested social media channel, for a term (“Term”) as hereinafter provided.

**2. Scope of Work**

* In consideration for the payments made by Client to Agency under this Agreement, Agency will provide Client with the following advertising services (the “Services”): to engage Content Creators on YouTube, Instagram, and any other requested social media channel on behalf of Client, to participate in promotional campaigns in which they shall promote the products and/or services of Client (“Campaigns”);
* to send Client a monthly list Content Creators whom it proposes to engage in Campaigns [for the following month];
* to negotiate with Content Creators on behalf of Client to agree favourable rates for their participation in Campaigns;
* to plan and coordinate Campaigns on behalf of Client;
* take steps to ensure that any Content Creator faithfully executes the agreed upon talking points between Agency and Client for a particular Campaign;
* to monitor and report on the Campaigns once they have gone live; and

Should Client request Agency to perform additional services beyond what is outlined above, Agency, and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be made between Client and Agency in writing and considered an addendum to this Agreement.

**3. Planning and Execution**

Agency and Client shall agree upon the talking points (“Brief”) that the Content Creator will use to execute the planned Campaign (“Integration”). Before any Integration goes live, Agency must receive written confirmation from Client that the Integration has been approved.

Client will have the right to request up to two [2] rounds of revisions to the rough cut of the Integration. Content Creator will then provide a final cut of the Integration to Company for review and approval of the incorporated revisions.

Should Content Creator go live without prior written approval from Client, Client has the right to request removal of the content if they wish. Additionally, the fee associated with the Integration may be voided unless the Content Creator agrees to deliver another Integration in an upcoming Video.

Once Client has approved a Content Creator for engagement in a particular Campaign and Agency has notified that Content Creator of such approval, Client shall not withdraw that approval of the relevant Content Creator.

Client has the right to reject an Integration due to concerns over the proposed video concept provided by the Content Creator. Client also reserves the right to demand the removal of any Integration from any video within six [6] months of it going live, by providing written notice to Agency, should the Content Creator do or say anything which is or may be, a criminal offence, in the reasonable opinion of Client, disparaging of and/or detrimental to Client, or which damages or is likely to damage the reputation of Company. Agency will take all reasonable steps to procure that any such Integration is removed within five [5] days following receipt of any such notice from Client.

Client will provide Agency with a fully-working tracking link, and/or promotional code, which will be passed on to the Content Creator with the requested copy to be placed above ‘show more’ in the description box.

In the event that the Content Creator uses an incorrect URL and/or promotional code, or is incomplete in the execution of the agreed talking points in the Integration (save where such incorrect use or incomplete execution is a result of incorrect or incomplete information provided by Client), Content Creator will be required to produce an additional Integration accompanied with the URL/code above ‘show more’ in another Video, unless the error is corrected within twenty-four [24] hours from the time the Integration goes live. If the error is corrected within twenty-four [24] hours from the time the Integration goes live, the full fee will still be deemed payable.

Agency will sign an agreement with the Content Creator(s) on behalf of Client for the relevant Integration and Client hereby appoints Agency to act as its agent in this regard. Client has the right to cancel any Integration with at least fourteen [14] days prior written notice of the month in which the Integration is scheduled, provided always that the Content Creator has not yet submitted their Integration for review by Agency.

Should an Integration be canceled by Client within this period, or, if the Content Creator has submitted their Integration for review to Agency, and provided it meets the requirements outlined in the Brief, Content Creator will be due and Client shall pay to Agency 100% of the agreed-upon fee for that Integration.

**4. Ownership**

Client acknowledges and agrees that, as between Client and Content Creator, Content Creator owns all right, title and interest in and to any and all copyrights, trademarks, and/or other proprietary and intellectual property rights embodied in the content of all and any Integrations, except for any Client materials incorporated therein.

Where requested, Agency shall obtain written confirmation from the Content Creator permitting Client to distribute and display the relevant Integration on any social media channel, YouTube, or website of Client for a disclosed period of time starting from the Go-Live Date; with the option to repurpose and share the relevant Integration via paid media.

Client hereby grants to Agency a non-exclusive, revocable, worldwide right to use all and any intellectual property of Client (including but not limited to any trade marks and/or taglines) to such extent as is necessary to enable it to create, publish and distribute an Integration, which right may be sub-licensed to all and any Content Creators engaged by Agency to create, publish and distribute the relevant Integration.

**5. Accounting and Billing**

Client shall incur at least $100,000 of media spend through the requested channels between 1st July 2021 and 30th September 2021 (the “**Committed Spend**”), which shall be invoiced by Agency, together with all and any spend incurred by Client in excess of the Committed Spend, on a monthly basis on the first of each month for Services completed in the previous month.

Client shall pay to Agency all and any fees due to Agency for Services completed within 30 days from when an invoice is sent by Agency. Agency shall have no obligation to pay Content Creators until Client has paid Agency the amount due in its entirety.

**6. Term**

The term of this Agreement shall commence on the date set out on the Cover Page and shall continue for the outlined period of time, or until the Committed Spend is fulfilled.

Either party may terminate the Agreement prior to its completion with thirty [30] days’ prior written notice (“Notice Period”), but should Client do so, Client shall pay to Agency all and any Fee associated for the outlined Scope of Work in its entirety including but not limited to the Deposit and the Committed Spend. During the Notice Period, Agency’s rights, duties, and responsibilities shall continue.

**7. Exclusivity**

Client hereby undertakes for the duration of the Term not to engage any other agency or entity which provides identical or similar services to those of Agency to promote its products and/or services.

In addition, Client also agrees not to engage with Content Creators directly through the requested channels for the duration of the Term

Agency will take all reasonable steps to procure that, during the period of three months from an Integration go-live date, the Content Creator will not engage in any partnerships with companies outlined in Exhibit A.

**8. Confidentiality**

Client and Agency respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other’s products, business, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure.

Agency and Client will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Agency nor Client will be responsible for any loss or damage.

**9. Non-circumvention**

Client represents, warrants, undertakes and agrees that neither it nor a designated third party on behalf of Client shall, directly or indirectly, during the Term of this Agreement or for a period of twelve [12] months thereafter, knowingly approach, canvass, solicit or cause to be canvassed or solicited any Content Creator who is proposed by Agency to Client to participate in a Campaign unless Client obtains Agency’s prior written consent.

**10. Indemnities**

Client agrees to indemnify and hold Agency harmless with respect to any claims or actions by third parties against Agency based upon materials furnished by Client or where material created by Agency is substantially changed by Client. Information or data obtained by Agency from Client to substantiate claims made in advertising shall be deemed to be “materials furnished by Client.” Client further agrees to indemnify and hold Agency harmless with respect to any death or personal injury claims or actions arising from the use of Client’s products or services.

To the fullest extent permitted by law, Agency shall not be liable to Client for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, damage to brand or reputation or for any indirect or consequential loss or damage arising from or relating to any act or omission of either the Agency or the Content Creator.

Notwithstanding the provision above, Agency’s aggregate liability in respect of all other claims arising out of or in connection with this Agreement in contract or tort (including negligence) or otherwise, shall not exceed the total sum of the Deposit actually paid by Client to Agency under this Agreement.

**11. Amendments**

Any amendments to this Agreement must be in writing and signed by Agency and Client.

**12. General**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any 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.

A notice given to a Party under or in connection with this Agreement:

* + - shall be sent for the attention of the person, at the address or email address specified in the Cover Page (or to such other address or email address as that Party may notify to the other, in accordance with the provisions of this clause); and
    - shall be delivered personally; or sent by commercial courier; or sent by email; or sent by post or recorded delivery

If a notice or other communication has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows: if delivered personally or by email, at the time of delivery; or if delivered by commercial courier, at the time of signature of the courier’s receipt; or if sent by post or recorded delivery, at 9.00 am on the second Business Day after posting.

No variation of this Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the Parties.

A waiver by either Party of any clause of this Agreement in any instance shall not be deemed or construed to be a waiver of such clause for the future, or of any subsequent breach of the clause. Unless specifically provided otherwise, rights, remedies, undertakings or obligations arising under this Agreement are cumulative and none of them shall be in limitation of any other right, remedy, undertaking or obligation of either Party and do not exclude rights provided by law.

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

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. 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 or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud or any liability which cannot be excluded by law.

This Agreement, 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 Ireland. The Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into by the Parties on the Commencement Date.

IN WITNESS WHEREOF, Agency and Client have executed this Agreement.

**Pursue Management Limited dba Centus** **Acorns**

By: By:

Name: Ross Brown Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Account Director Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

Competitors of Company are as follows:

* …
* …
* ...