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Solicitors

Dated: 17th August 2023

- (1) In Home Media Ltd
 - and
 - (2) Eris Connect Limited
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Revenue Share Agreement
relating to the provision of digital advertising

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This Agreement is made on

2023

Between:

- (1) **In Home Media Ltd** incorporated and registered in England and Wales with company number 14606919 whose registered office is at 2nd Floor 32-33 Gosfield Street, Fitzrovia, London, England, W1W 6HL ("IHM"); and
- (2) **Eris Connect Limited** incorporated and registered in England and Wales with company number 15073500 whose registered office is at C/O Clarke Willmott LLP Burlington House, Botleigh Grange Business Park, Hedge End, Southampton, Hampshire, England, SO30 2AF ("Eris Connect")

each a **party** and together the **parties**.

Background:

- (A) IHM is a provider of the Services.
- (B) Eris Connect has a large number of contacts who may be interested in the installation of the Services into their Property Schemes.
- (C) IHM wishes to be introduced to such contacts, and is willing to pay Eris Connect a share of the revenue generated from the Services on the terms of this agreement.
- (D) Eris Connect is willing to introduce such contacts to IHM and assist such contacts with the installation process in return for such share of the revenue as specified in this agreement.

It is agreed as follows:

1 Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

"Adverts"	means advertisements for goods and services the provision which forms the subject matter of the Services;
"Applicable Laws"	the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations under this agreement;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Commencement Date"	has the meaning given to it in clause 11;
"Contract Year"	means a period of 12 months from the Commencement Date and each anniversary of the Commencement Date;
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the

	guidance and codes of practice issued by the Information Commissioner or any other relevant regulatory authority and applicable to a party;
"Digital Noticeboard"	means the television screens owned by IHM of such specification as agreed between the parties from time to time and to be installed in Property Schemes pursuant to this agreement;
"Installation Completion"	when the Services are installed by (or on behalf of) IHM at the Property Scheme and are ready for service;
"Good Industry Practice"	means, in respect of a Party, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking as that Party under the same or similar circumstances;
"Intellectual Property Rights"	means any copyright, rights related to or affording protection similar to copyright, rights in databases, patents, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets, applications for registration, and the right to apply for registration for any of the rights listed above that are capable of being registered in any country or jurisdiction and all other rights having equivalent or similar effect in any country or jurisdiction;
"Introduction"	the provision to IHM of the identity or existence of a Prospective Client. "Introduce", "Introduces" and "Introduced" shall be interpreted accordingly;
"MDU"	multi dwelling unit;
"Planning Pack"	means a proposed schedule of installation work for each Property Scheme;
"Property Scheme"	a privately owned property development or privately owned building in either case containing Units and which such development or building is owned or leased by the Prospective Client;
"Prospective Client"	a person, limited company, plc or other legal entity that may be interested in the installation of the Services in the Property Scheme and which Eris Connect approaches or has approached in relation to the procurement of a Wayleave Agreement;
"Revenue Share"	has the meaning given in clause 5.1;
"Retail Prices Index"	means the Retail Prices Index (all items excluding mortgages) as published by the Office for National Statistics from time to time, or failing such publication, that

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| | other index as the parties may agree most closely resembles such index; |
| "Services" | the provision of Digital Noticeboards and advertising services on such Digital Noticeboards; |
| "SDU" | single dwelling unit; |
| "Software" | means all computer programs, including all software implementation of algorithms, models, and methodologies, whether in source code, object code, human readable form, or other form, as provided by the Supplier in order to facilitate advertising on the Digital Noticeboards; |
| "Tenant" | the legal owner or occupier of a Unit; |
| "Term" | the duration of this agreement as provided for in clause 11; |
| "Unit" | an SDU or MDU within the Property Scheme and "Units" shall be construed accordingly; |
| "Wayleave Agreement" | a contract for the installation of the infrastructure to enable the delivery of the Services by IHM entered into between IHM and a Prospective Client being either a bulk Wayleave Agreement or an individual Wayleave Agreement for each Property Scheme. |
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference to writing or written includes fax and e-mail.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 References to clauses are to the clauses of this agreement.
- 2 Introductions**
- 2.1 Eris Connect will use reasonable endeavours to make Introductions of Prospective Clients and facilitate the signing of a Wayleave Agreement by such Prospective Clients.
- 2.2 Eris Connect shall:
- 2.2.1 report in writing to IHM from time to time on progress made with Prospective Clients;
- 2.2.2 comply with all reasonable and lawful instructions of IHM; and
- 2.2.3 at all material times act in good faith towards IHM.

3 Wayleave Agreements and Planning Packs

- 3.1 In the event that Eris Connect Introduces a Prospective Client to IHM:
- 3.1.1 the decision of whether to enter into a Wayleave Agreement or any other agreement with such Prospective Client will be in IHM's sole discretion;
 - 3.1.2 IHM will prepare a Planning Pack for approval by Eris Connect;
 - 3.1.3 IHM will have sole discretion as to the terms of any Wayleave Agreement entered into with the Prospective Client.

4 Warranties

- 4.1 Each party warrants, represents and undertakes that:
- 4.1.1 it has full capacity and authority to enter into and to perform this agreement;
 - 4.1.2 this agreement is executed by a duly authorised representative of that party;
 - 4.1.3 it shall comply with all applicable laws, statutes, regulations and codes (including, but not limited, to the Bribery Act 2010);
 - 4.1.4 once duly executed, this agreement will constitute its legal, valid and binding obligations; and
 - 4.1.5 it will perform and procure the performance of its obligations under this agreement in compliance with all Applicable Laws.

5 Revenue Share Arrangements

- 5.1 If a Prospective Client Introduced by Eris Connect enters into a Wayleave Agreement and the Services are provided to a Property Scheme, Eris Connect shall be entitled to be paid by IHM a share of the revenue generated from each Digital Noticeboard installed at that Property Scheme with effect from Installation Completion of each Digital Noticeboard, as calculated in accordance with clause 5.2 (**Revenue Share**).
- 5.2 The Revenue Share shall be a fixed sum of £50 per Digital Noticeboard per month.
- 5.3 With effect from the third anniversary of the Commencement Date Eris Connect may increase the Revenue Share on an annual basis on each anniversary of the Commencement Date upon written notice to IHM in line with the percentage increase in the Retail Prices Index in the preceding Contract Year and shall be based on the latest available figure for the percentage increase in the Retail Prices Index at the beginning of the last month of the previous Contract Year.
- 5.4 IHM shall within 14 days of the end of each month send to Eris Connect a written statement setting out, in respect of such month, details of:
- 5.4.1 the Planning Packs which have been approved;
 - 5.4.2 confirmation of any Installation Completions;
 - 5.4.3 the Revenue Share payable to Eris Connect;
 - 5.4.4 how the Revenue Share has been calculated.

- 5.5 Eris Connect shall invoice IHM for the Revenue Share payable in accordance with IHM's statement submitted pursuant to clause 5.4. The due date for payment by IHM of such Revenue Share shall be thirty days (30 days) from date of invoice.
- 5.6 All sums payable under this agreement:
- 5.6.1 are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question;
 - 5.6.2 shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payor is required by law to deduct withholding tax from sums payable to the payee. If the payor is required by law to deduct withholding tax, then the payor and the payee shall co-operate in all respects and take all reasonable steps necessary to:
 - (a) lawfully avoid making any such deductions; or
 - (b) enable the payee to obtain a tax credit in respect of the amount withheld.
- 5.7 If IHM fails to make any payment due to Eris Connect under this agreement by the due date for payment, then, without limiting Eris Connect's remedies under clause 12, IHM shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. IHM shall pay the interest together with the overdue amount.
- 5.8 IHM shall keep records giving correct and adequate details of all Wayleave Agreements entered into by Prospective Clients. IHM shall permit the duly appointed representatives of Eris Connect, to inspect all such records once in each 12-month period. For the avoidance of doubt, all rights in such records (including database rights and copyright) shall belong to IHM. The parties agree that they will enter into any necessary documents to ensure data protection compliance.
- 5.9 Termination of this agreement, howsoever arising, shall not affect the continuation in force of this clause 5 and IHM's obligation to pay the Revenue Share to Eris Connect in accordance with it.
- 5.10 The obligation to pay a Revenue Share in respect of a Digital Noticeboard shall cease in the event the Digital Noticeboard is permanently removed from the Property Scheme for any reason whatsoever including without limitation:
- 5.10.1 where the freeholder of the Property Scheme wishes to redevelop the Property Scheme or change its use;
 - 5.10.2 where IHM removes the Digital Noticeboard due to repeated vandalism or other reasons beyond its control.

6 Obligations of IHM

- 6.1 IHM must at all material times act in good faith towards Eris Connect.
- 6.2 IHM shall provide Eris Connect at all material times with the information Eris Connect reasonably requires to carry out its duties, including details of the Services provided by IHM, and information about IHM.
- 6.3 IHM shall not be responsible for any costs incurred by Eris Connect unless such costs have been agreed by IHM in writing, in advance.

- 6.4 IHM shall not approach any Prospective Client at any time either directly or indirectly during the Term and for a period of 12 months after termination of this agreement for the purposes of obtaining Wayleave Agreements other than in accordance with the provisions of this agreement.
- 6.5 Subject to the terms of the applicable Wayleave Agreement, all equipment and Digital Noticeboards installed by IHM at a Property Scheme shall remain the property of IHM.
- 6.6 IHM shall provide the Services in a manner consistent with Applicable Law and having regard to any policies or guidelines which may be applicable to either or both of the parties from time to time.
- 6.7 IHM will provide or procure the provision of everything necessary to fulfil its obligations hereunder, including (but not limited to) the provision of suitably qualified personnel (whether employed by IHM) to carry out the Services to the appropriate level of skill, care, and professional competence.
- 6.8 IHM may at its discretion, sub-contract to third parties approved by Eris Connect any or all its obligations to provide the Services but IHM shall always remain responsible for the acts or omissions of sub-contractors so appointed.
- 6.9 IHM shall download onto the Digital Noticeboards the Software, solely for the purposes of providing the Services and shall update it from time to time as required for those purposes.
- 6.10 IHM warrants that it shall comply with Good Industry Practice and shall use reasonable efforts to prevent the transmission through the Services and the Software of any software or file which contains any viruses, worms, harmful component, or corrupted data and agrees not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Digital Noticeboards.
- 6.11 IHM shall provide a link to managing agents of Property Schemes allowing the display of managing agent generated content on Digital Noticeboards for the purpose of communicating Tenant information relevant to the management of the Property Scheme (**Managing Agent Communications**). In this respect:
 - 6.11.1 such Managing Agent Communications to be allowed reasonable prominence in relation to the core Advert material to ensure that Tenants all have a reasonable opportunity to see such Managing Agent Communications at different times of the day;
 - 6.11.2 such Managing Agent Communications to be displayed on a recurring basis rather than a one-time only display.

7 Content

- 7.1 As and when requested by Eris Connect from time to time, IHM shall inform Eris Connect of the Adverts and Managing Agent Communications that are due to be scheduled for broadcast in the month ahead for any particular Property Scheme. It is agreed that Eris Connect, acting reasonably, shall have the right to veto:
 - 7.1.1 any Adverts that:
 - (a) advertise services which are for the sale of either or any of:
 - (i) pornographic or sex services of any description; or
 - (ii) gambling services.

- 7.1.2 any Managing Agent Communications that Eris does not deem suitable or appropriate for the Property Scheme (acting reasonably).

8 Confidentiality

- 8.1 Each party undertakes that it shall not at any time during this agreement for a period of 3 years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 8.2. For the purposes of this clause 8 the existence and the amount of the Revenue Share shall be deemed to be the confidential information of Eris Connect.
- 8.2 Each party may disclose the other party's confidential information:
- 8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
- 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

9 Intellectual Property

- 9.1 Nothing in this agreement shall affect the ownership of the Software. The Software shall remain the property of IHM but provided as part of the Services.
- 9.2 IHM warrants that it is has obtained the rights necessary to broadcast the content contained in all third-party Adverts that form the subject matter of the Services.
- 9.3 IHM shall indemnify, defend, and hold harmless Eris Connect and any owner of a Property Scheme from and against all claims by a third party alleging that any of the Adverts or the Software infringe any Intellectual Property Right of a third party. If the Software of the Adverts becomes, or in IHM's reasonable opinion is likely to become, subject to a third-party claim that qualifies for intellectual property indemnification coverage under this clause 9.3. IHM shall notify Eris Connect in writing and IHM shall use its best efforts to provide to Eris Connect substitute Software to enable the broadcasting of the Adverts that is non-infringing.

10 Data Protection

- 10.1 Both Parties shall comply in all respects with applicable Data Protection Legislation.
- 10.2 It is agreed between the Parties that there is no intention to process personal data under this agreement and that both Parties are Data Controllers as defined within Data Protection Legislation. If the Parties do process personal data under this agreement, then they shall do so only after first entering into a Data Processing Agreement.

11 Commencement and duration

- 11.1 This agreement shall commence on the date when it has been signed by all the parties ("Commencement Date").

- 11.2 Unless terminated earlier in accordance with clause 12, this agreement shall continue for an initial period of 5 years and thereafter shall continue in full force and effect until either party gives 12 months' notice in writing to the other to terminate this agreement.

12 Termination

- 12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 12.1.1 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 Business Days after being notified in writing to do so;
 - 12.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts;
 - 12.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 12.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 12.1.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 12.1.6 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 12.1.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 12.1.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen days;
 - 12.1.9 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 12.2 This agreement shall automatically terminate in the event the provision of the Services into Property Schemes ceases to be permitted or otherwise becomes unlawful for any reason including due to a change in the law.
- ## **13 Consequences of termination**
- 13.1 On termination of this agreement, the following clauses shall continue in force: clause 1, clause 5, clause 6.4, clause 7 and this clause 13 to clause 22 (inclusive).

- 13.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

14 No partnership, agency or exclusivity

- 14.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.3 The relationship between the parties is non-exclusive including in relation to the Introduction of Prospective Clients.

15 Entire agreement

- 15.1 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.
- 15.2 Each party acknowledges that in entering into this agreement it does not rely on, and 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.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 15.4 Nothing in this clause shall limit or exclude any liability for fraud.

16 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17 Assignment and other dealings

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement unless agreed by the other party in writing.

18 Waiver

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.

19 Severance

- 19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 19.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20 Notices

- 20.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.
- 20.2 A notice or other communication shall be deemed to have been received:
- 20.2.1 if delivered personally, when left at the address referred to in clause 20.1;
 - 20.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 - 20.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - 20.2.4 if sent by email, one Business Day after transmission.
- 20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21 Third party rights

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

22 Governing law and Jurisdiction

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

Signed as an agreement by the parties below on the date set out at the start of this document.

Signed

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for and on behalf of

)

In Home Media Ltd

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Signed

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for and on behalf of

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Eris Connect Limited



