



Fuse Content Agreement

This Content Agreement is between FUSE UNIVERSAL LIMITED incorporated and registered in England and Wales with company number 06636622 whose registered office is at Fuse Universal, 6th Floor Charlotte Building, 17 Gresse St, London, London W1T 1QL GB (“Supplier”), and the party as named in the Order (“Customer”). This Agreement is effective as of the date of signature in the Order (“Commencement Date”).

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions apply:

Affiliate: Any subsidiary or holding company of either party.

Agreement: this Content Agreement and the Order.

Applicable Law: the laws of England and Wales and any other laws or regulations, regulatory, policies, guidelines or industry codes which apply to the provision of the Services.

Confidential Information: the terms of this Agreement along with any and all information or materials in any form or medium (whether written, oral, visual or electronic) disclosed directly or indirectly by either party or its employees or representatives to the other in connection with this Agreement which is of a confidential or proprietary nature or is received in circumstances in which the receiving party knows or should know that the information is confidential including without limitation any financial and commercial information relating to the business of either party or any of their Affiliates.

Content: the development and supply of content which shall include but is not limited to training videos.

Order: means the Customer Order which defines the Content to be provided to the Customer.

Regulatory Body: those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or investigate or influence the matters dealt with in this Agreement or any other affairs of the Customer.

1.2 Clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement.



- 1.3 A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes but not e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2 COMMENCEMENT AND DURATION

- 2.1 This Agreement shall come into force effective from the Commencement Date and shall continue until it is terminated in accordance with this Agreement or the Order ("Term").

3 SERVICES

- 3.1 The Supplier shall, during the Term, provide the Services on and subject to the terms of this Agreement or the Order.
- 3.2 Subject to Customer paying the Fees as outlined in the Order Form, the Supplier shall, as part of the Services, provide to Customer the level of support services stated in the Order Form. Supplier will provide the support services with due skill and care and in accordance with good industry practice.

4 SUPPLIER'S WARRANTIES

- 4.1 The Supplier warrants and represents that:
 - 4.1.1 it has the right, power and authority to enter into this Agreement and to grant the Customer the right to use the Content;
 - 4.1.2 it shall provide the Content with reasonable skill and care in accordance with the standards generally observed in the industry for similar Content and in a timely manner in accordance with the timescales agreed between the parties;
 - 4.1.3 the Supplier shall provide the Content in compliance with all applicable laws, enactments, orders, regulations, codes of practice and other similar



instruments as may be in force or apply from time to time. The supplier makes no warranty that the use of the Content will be compliant with all applicable laws which is the responsibility of the Customer.

4.1.4 it has and will maintain in force all necessary consents, approvals, authorisations, licences and permissions which it is required to obtain in order to enable it to provide the Content and its obligations.

4.1.5 The Content shall remain error free for a period of 6 months from acceptance.

4.2 The Supplier:

4.2.1 Is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

4.3 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

5 DATA PROTECTION

5.1 The Supplier shall take all necessary steps to ensure that data or information belonging to the Customer which comes into its possession or control in the course of providing the Content is protected in accordance with the Supplier's security policy. The Supplier warrants that it shall not:

5.1.1 reproduce Customer data or information in whole or in part in any form except as may be required by to provide Content under this Agreement or with the prior consent of the Customer; or

5.1.2 disclose information to any third party or persons not authorised by the Customer to receive it except as may be required by to provide Content under this Agreement or with the prior consent of the Customer;

5.1.3 alter, delete, add to or otherwise interfere with the data or information except as may be required by to provide Content under this Agreement or with the prior consent of the Customer.

6 SUPPLIER'S OBLIGATIONS

6.1 The Supplier shall ensure that whilst its personnel are on the Customer's premises they will act in accordance with the Customer's health, safety and security requirements.

6.2 The Supplier shall ensure that its personnel retain and keep secure all Confidential Information belonging to the Customer in accordance with this Agreement.

6.3 The Supplier shall promptly notify the Customer of any circumstance that may materially delay or otherwise affect the Supplier's ability to provide the Services.

6.4 The Supplier shall include one amendment to the Content unless where agreed otherwise in writing. Additional amendments may be charged for.



6.5 All Content hosted by Fuse may be deleted within one year of delivery to the Customer.

7 CUSTOMER'S OBLIGATIONS

7.1 The Customer shall ensure that the Supplier has access to its employees and any sub-contractors to the extent reasonably required by the Supplier for the purpose of making decisions and performing its obligations in relation to this agreement.

7.2 The Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement.

7.3 The Customer shall provide all Confidential Information required to perform the Services.

7.4 The Customer shall provide acceptance of the Content in writing and in accordance with the acceptance criteria as defined in the Order, which shall not be unreasonably withheld.

7.5 The Customer shall carry out all other Customer responsibilities set out in this Agreement and/or Order in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the parties, Fuse may adjust any agreed timetable or delivery schedule as reasonably necessary.

8 CHARGES AND PAYMENT

8.1 In consideration of the Supplier providing the Content in accordance with this Agreement, the Customer shall receive an invoice for fees as set out in the Order. All invoices shall be subject to the Payment Terms as set out in the Order and in accordance with this Clause. The Customer is responsible for all applicable taxes. Any fees not paid in accordance with the Payment Terms as defined in the Order shall be subject to a late fee equal to the lesser of one and one half percent (1.5%) of the unpaid balance per month or the highest monthly rate as defined by HSBC, without prejudice to any other rights and remedies of the Supplier.

8.2 All travel and expenses for travel outside of Greater London shall be charged to the Customer.

8.3 Hard-coded Subtitles burnt into videos; or AI Voice-over Translation into other languages for videos can be provided for a separate cost.

8.4 Hair and makeup artist, if not stated in the customer order, can be provided for a separate cost.

8.5 External voice-over artists, if not stated in the customer order, can be provided for a separate cost. (in-house voice-over artists; or in-house AI voice-over artists available at no extra cost).

8.6 Additional variations resulting in more videos, is a change of scope. This may be provided for a separate cost.

8.7 If RAW Footage is required. This may be provided for a separate cost.

8.8 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due ("Queried Invoice"):



- 8.8.1 the Customer shall notify the Supplier of the Queried Invoice in writing as soon as reasonably practicable;
- 8.8.2 upon resolution of the Queried Invoice the Supplier shall provide a corrected invoice.
- 8.8.3 the Supplier shall issue a credit note within 10 working days where the Customer has already made payment of a Queried Invoice.
- 8.9 Payment by the Customer shall be without prejudice to any claims or rights which the Customer may have against the Supplier and shall not constitute any admission by the Customer as to the performance by the Supplier of its obligations under this Agreement.
- 8.10 The Supplier shall have the right to suspend the supply of any part of the if any payment is overdue by 30 days, and where notice has been provided, without terminating this Agreement for failure to pay undisputed charges.

9 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 All rights in the Content including all intellectual property rights attached thereto and including reports, and other documents relevant to or arising out of the Services, shall vest in the Customer on payment, excluding intellectual property rights attached to the Supplier's proprietary technology, methodology, and pre-existing documentation. The Supplier hereby assigns to the Customer with full title guarantee and free from encumbrances by way of present and future assignment all intellectual property rights in the Content throughout the world in perpetuity.
- 9.2 The Customer shall own all the intellectual property of the exported files. The open project files shall remain the intellectual property of the Supplier.
- 9.3 Each party undertakes to defend the other party from and against any claim or action that the supply or use of the whole or any part of the Services, Documentation, Supplier Materials infringes the Intellectual Property Rights of any third party ("Infringement Claim") and shall fully indemnify and hold harmless the other party from and against any liabilities, losses, damages, claims, proceedings, costs (including all legal fees) and expenses of whatever nature incurred by or awarded against the other party as a result of or in connection with any such Infringement Claim.
- 9.4 If any Infringement Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier shall at its sole expense:
 - 9.4.1 procure for the Customer the right to continue using the Content (or any part thereof) in accordance with the terms of this Agreement; or
 - 9.4.2 modify the Content so that they cease to be infringing; or
 - 9.4.3 replace the Content with non-infringing Content and/or materials.
- 9.5 If the Supplier is subject to a claim by a third party that any part of the Customer materials infringes the Intellectual Property Rights of any party, the Supplier reserves the right to remove the offending materials.
- 9.6 The provisions of this clause shall survive the expiry or termination of this Agreement.

10 CONFIDENTIALITY



- 10.1 During the Term and for a period of 2 years thereafter each party shall, in relation to the Confidential Information of the other party:
- 10.1.1 keep the Confidential Information confidential and not make or release copies of it;
 - 10.1.2 not disclose the Confidential Information to any other person other than with the prior written consent of the other party;
 - 10.1.3 not use the Confidential Information for any purpose except the performance of its obligations under this Agreement; and
 - 10.1.4 not use any Confidential Information so as to procure any commercial advantage over the other party.
- 10.2 During the Term each party (the "Discloser") may disclose the Confidential Information of the other party to its Affiliates, employees, agents or contractors ("Third Parties") but only to the extent reasonably necessary to perform properly its obligations under this Agreement and provided that:
- 10.2.1 before disclosure of any of the Confidential Information to any of the Third Parties the Discloser procures that each such Third Party is aware of the obligation of confidentiality and undertakes to keep Confidential Information confidential; and
 - 10.2.2 the Discloser shall be responsible for any unauthorised disclosure of Confidential Information by the Third Parties as though such breach were committed by it as a party to this Agreement.
- 10.3 The obligations contained in clauses 9.1 and 9.2 shall not apply to any Confidential Information which:
- 10.3.1 is in or comes into the public domain other than through breach of this Agreement by the party receiving the Confidential Information (the "Receiving Party");
 - 10.3.2 can be shown by the Receiving Party to the reasonable satisfaction of the other party to have been known by the Receiving Party before it was disclosed by the other;
 - 10.3.3 subsequently comes lawfully into the possession of the Receiving Party from a person who has not derived it directly or indirectly from the Disclosing Party, who is rightfully in possession of such Confidential Information and who is not bound as to its use or disclosure by an obligation of confidence or secrecy to the other party; or
 - 10.3.4 is required to be disclosed by any applicable law or regulation or by any governmental or administrative authority or by an order of any court of competent jurisdiction to the extent that it is required to be disclosed.
- 10.4 Without prejudice to any other rights or remedies that the Disclosing Party may have, the Receiving Party acknowledges and agrees that if the Confidential Information is used or disclosed other than in accordance with the terms of this Agreement, the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable relief for any threatened or actual breach of the provisions of this clause, in addition to any damages or other remedy to which it may be entitled.



10.5 The Receiving Party agrees to indemnify the Disclosing Party if any use of Confidential Information other than that deemed appropriate under this Agreement causes damage to the Disclosing party's business.

11 LIMITATION OF LIABILITY

11.1 Neither party's liability for any of the following is excluded or limited by this Agreement:

11.1.1 death or personal injury caused by that party's negligence or the negligence of its employees, agents or sub-contractors;

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 any liability which cannot be legally excluded or limited.

11.2 Subject to clause 11.1, neither party shall be liable under or in relation to this Agreement (whether such liability arises due to negligence, breach of contract, misrepresentation or otherwise) for any indirect or consequential loss or damage.

11.3 Subject to clause 11.1 and without prejudice to the provisions of clause 11.2:

11.3.1 neither parties liability in each calendar year arising from or in connection with this Agreement (whether that liability arises from breach of contract, negligence, or otherwise) shall exceed an amount equal to the Licence Fee paid by the Customer in the last 12 months prior to the date of the breach or £100,000 whichever is greater;

11.3.2 this clause, 11.3.1, shall not apply to liability for breach of Confidentiality or an Infringement Claim, for which the Supplier's aggregate liability shall be capped at £1,000,000.

11.4 The provisions of this clause 11 shall survive the termination or expiry of this Agreement for any reason.

12 TERM AND TERMINATION

12.1 Notwithstanding clauses 9, 10 and 11 this Agreement continues in force in accordance with the Term and until either party terminates upon 3 months written notice to the other party.

12.2 Without prejudice to any other rights to which it may be entitled, either party may immediately terminate this Agreement by written notice if:

12.2.1 the other party has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or enters into liquidation (whether voluntary or compulsory), or a resolution is passed or a petition presented to any court for the winding up of the other party or any steps are taken; or

12.2.2 the other party commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of receiving notice requiring it to do so; or



- 12.2.3 the other party purports, save as expressly provided by this Agreement, to assign its rights or obligations under this Agreement.
- 12.3 Save as expressly stated elsewhere in this Agreement, any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.
- 13 WAIVER
- 13.1 The failure to exercise wholly or partially or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 14 ENTIRE AGREEMENT
- 14.1 This Agreement and any documents referred to in it, including the Orders based on this Agreement, constitute the whole agreement between the parties in relation to the Content and supersede any previous arrangement, understanding or agreement.
- 15 ASSIGNMENT
- 15.1 Except if the Supplier is purchased or acquired, the Supplier shall not transfer, assign, charge or deal in any other manner with this Agreement or any or all of its rights hereunder nor purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement, without the prior written consent of the Customer.
- 16 THIRD PARTY RIGHTS
- 16.1 This Agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17 FORCE MAJEURE
- 17.1 A party will not be in breach of this Agreement or otherwise liable to the other party for any failure to perform or delay in performing its obligations under this Agreement to the extent that such failure or delay is due to a Force Majeure Event.
- 18 CONFLICT
- 19 If there is an inconsistency between any of the provisions in the main body of this Agreement and the Order Form, the provisions in the Order Form shall prevail.
- 20 NOTICES
- 20.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.
- 21 GOVERNING LAW AND JURISDICTION
- 21.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.



- 21.2 The parties irrevocably agree that the courts of England 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 claim).