

HEMSLEY FRASER DIGITAL LEARNING ASSET LICENSE AGREEMENT

Annual Subscription

DIGITAL LEARNING ASSET ANNUAL SUBSCRIPTION AGREEMENT

This Digital Learning Asset Annual Subscription Agreement (“the Digital Asset Subscription Agreement”) is entered into on the _____ day of _____ 2023 (“Commencement Date”) by and between:

HEMSLEY FRASER GROUP LIMITED (a company incorporated in England and Wales with registered company number 02638042) and whose registered office is at St James Court, 74-94 Fore Street, Saltash, Cornwall, PL12 6JW (“**HF**”, “**we**”, “**us**”, “**our**”, “**ourselves**”).

AND

[**FULL COMPANY NAME**] incorporated and registered in England and Wales with company number [INSERT NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS]/ [NAME OF INDIVIDUAL] of [INSERT ADDRESS] (“**the Consumer**”, “**you**”, “**yours**”, “**yourself**”).

For the purposes of this Agreement HF and the Consumer shall be collectively referred to as “**the Parties**” and individually as “**a Party**”.

WHEREAS this Agreement and the terms and conditions contained herein govern a Consumer’s subscription to the Digital Assets created and offered for sale by HF.

WHEREAS a Consumer can purchase a Digital Asset under the Annual Subscription Option.

WHEREAS the terms relating to Annual Subscription Options are outlined herein.

NOW THEREFORE in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

For the purposes of this Agreement the following terms shall have the definitions given to them in this Clause 1 of the Agreement (“**Definitions Clause**”):

- 1.1 “**Annual Subscription Fee**” refers to the applicable subscription fee payable by the Consumer every year towards their subscription to the selected Digital Assets (“**Subscribed Digital Assets**”).

- 1.2 The Annual Subscription Fee is reflected in the Pricing Schedule and is calculated on the basis of the Digital Asset subscribed to, plus all applicable taxes
- 1.3 “Annual Subscription Option” refers to the option whereby the Consumer purchases a Digital Asset and on-going updates to it by way of paying an Annual Subscription Fee for it
- 1.4 “Business Day” means any day between Monday and Friday, both inclusive, which is not a public holiday.
- 1.5 “Business Hours” refer to the period between 9.00 am and 5.30 pm on a Business Day
- 1.6 “Confidential Information” shall mean any information supplied by one Party to the other during the course of this Agreement and/or any information relating to a Party that is not in the public domain. Confidential Information does not include information to the extent that it is independently developed or known by the other Party (including because it is in the public domain) or required to be disclosed by law.
- 1.7 “Consumer” means “an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession”
- 1.8 “Data Protection Laws” shall refer to the UK GDPR, the UK Data Protection Act 1998, the GDPR and any/other data protection legislation that applies to the Parties to this Agreement
- 1.9 “Digital Asset(s)” refers to the digital learning assets created and offered for sale by Hemsley Fraser
- 1.10 “HF Site” means the Hemsley Fraser website
- 1.11 “Permitted User(s)” means the Consumer and/or such member(s) of the Consumer as are permitted to use the Subscribed Digital Asset
- 1.12 “Personal Data” shall have the meaning given to it under Article 4 of the GDPR
- 1.13 “Pricing Schedule” refers to the pricing schedule outlined in Schedule 1 to this Agreement, subject to updates from time to time at HF’s sole discretion and made available in its most current form on the HF Site
- 1.14 “Subscribed Digital Assets” refer to the Digital Assets purchased by the Consumer under the Annual Subscription Option
- 1.15 “Terms” mean the terms of this Agreement
- 1.16 “Upfront Payment” refers to the initial price payable by the Consumer for the Subscribed Digital Assets

2. Interpretation

- 2.1 For the purposes of this Agreement and unless specified otherwise all capitalised terms shall have the meaning assigned to them in the Definitions Clause of this Agreement or other relevant clauses of this Agreement in which case the capitalised terms are contained within inverted commas. Where such capitalised terms have not been defined in this Agreement, they shall be interpreted in a manner as they would be commonly understood in light of the practices and usage followed in England and Wales.
- 2.2 Clause and Schedule headings shall not affect the interpretation of this Agreement.
- 2.3 References to Recitals, Clauses and Schedules are to recitals and clauses of and schedules to this Agreement and references to Paragraphs and Parts are to paragraphs and parts of the relevant Schedule.
- 2.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 2.5 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this agreement or such other agreement or document as varied, superseded, or novated (in each case, other than in breach of the provisions of this Agreement or the provisions of the agreement or document in question, as appropriate) from time to time.
- 2.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa
- 2.7 Unless the context otherwise requires and although gender-neutral language has been used, a reference to one gender shall include a reference to the other genders.
- 2.8 A **Person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 2.9 A reference to **writing** or **written** includes faxes and electronic mail (e-mail) but no other electronic form (unless otherwise expressly provided in this Agreement).
- 2.10 Any words following the terms **including**, **include**, **in particular** or **for example** or any similar expression shall be construed as illustrative and shall be deemed to be followed by the words **“without limitation”** or **“not limited to”** such that they do not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.11 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 2.12 A reference to a statute or statutory provision is a reference to it as [amended, extended, or re-

enacted from time to time provided that, as between the Parties, no such amendment, extension or re-enactment made after the date of this Agreement shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability, or restriction on, or otherwise adversely affect the rights of, any Party.

2.13 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.14 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

3. Scope of Annual Subscription

3.1 When you purchase Digital Assets under the Annual Subscription Option, your purchase transaction starts with making an Upfront Payment for the Subscribed Digital Assets, as published in the Pricing Schedule, and renews automatically for every subsequent year unless cancelled in writing, giving a minimum of 90 [ninety] days' notice before the Term end date.

3.2 When you purchase Digital Assets under the Annual Subscription Option, subject to your payment of the Annual Subscription Fee, you are entitled to all the ongoing updates to the Subscribed Digital Assets, i.e., you will have access to the Subscribed Digital Assets in their most current form. When deemed appropriate for an update, Digital Assets will be updated monthly and those updates will be released en masse to all subscribers via our Canto download portal. Customers can at any time access the Canto portal to download new versions of subscribed assets.

4. Purchase Transaction (Making the Purchase)

4.1 Should you wish to purchase the Assets under the Annual Subscription Option you shall complete a purchase form which will be provided to you via email. Payment of the invoice for the Upfront Payment, will constitute our acceptance of your order. We will make the Subscribed Digital Assets available via our SFTP site, Canto once the Upfront Payment amount is paid in full. We will deliver the Subscribed Digital Assets by way of a secure platform from which you may download the Subscribed Digital Assets for installation on your server(s).

5. Payment and Terms of Payment

5.1 When you purchase the Asset bundle under the Annual Subscription Option, an invoice for an amount required to be paid as Upfront Payment will be delivered to you and the Annual Subscription Fee as indicated in the Pricing Schedule shall be payable every subsequent year, on

or around the same date on which the Upfront Payment is made.

- 5.2 You shall make the Upfront Payment in full on delivery of the invoice to confirm the purchase order and for us to deliver the Assets to you under the Annual Subscription Option, in accordance with Clause 4.3.
- 5.3 Once you have made the Upfront Payment in full, we will deliver the Subscribed Digital Assets to you, in accordance with Clause 4.3, which will be made available to you in their most current form subject to your continued payment of the Annual Subscription Fee.
- 5.4 For the purposes of accessing the updates to the Subscribed Digital Assets i.e., the Assets in their most current form you shall pay all subsequent Annual Subscription Fees on delivery of the concerned invoices ("**Annual Subscription Fee Invoices**") to you, such invoices being delivered annually during the 9th month of the Annual Subscription, such Subscription renewing automatically until such time that you notify Hemsley of your cancellation as described in Clause 3.1. By purchasing Digital Assets under the Annual Subscription Agreement, you agree that you have understood your obligation to pay the Annual Subscription Fee in accordance with this Agreement.
- 5.5 You shall pay the Annual Subscription Fee Invoices on or before the due date indicated on the concerned invoice. Failure to pay an Annual Subscription Fee Invoice on or before the due date shall result in the termination of this Agreement and the discontinuation of your right to access the Subscribed Digital Assets. Fees for the forthcoming 12 months will however remain payable. You shall delete the Subscribed Digital Assets and/or files relating thereto from your device(s) on account of non-payment of the Annual Subscription Fee and we shall be entitled to carry out an inspection of your premises and devices, provided that a prior notice of 3 [three] Business Days is given to you and the inspection is carried out on a Business Day within Business Hours. You shall also provide HF with a certification, in the form and format required by HF, confirming that you have deleted all files and disabled all access to the Subscribed Digital Asset(s).

6. Conclusion, Cancellation of Subscription and Termination of the Agreement

- 6.1 In the case of an Annual Subscription, this Agreement shall continue until you provide Hemsley Fraser with a notice of cancellation by email.
- 6.2 Unsubscribing from the Annual Subscription to the Subscribed Digital Assets shall result in a termination of this Agreement, subsequent to which you shall delete the Subscribed Digital Assets and/or files relating thereto from your device(s).
- 6.3 This Agreement shall terminate in the event you unsubscribe from your Annual Subscription to

the Subscribed Digital Assets, in accordance with Clause 3.1 and/or your failure to pay the Annual Subscription Fee in accordance with Clause 5.5. On termination of this Agreement, you shall delete the Subscribed Digital Assets and/or files relating thereto from your device(s), and we shall be entitled to carry out an inspection of your premises and devices and require you to provide us with a certification, in the form and format required by us, confirming that you have deleted all files and disabled all access to the Subscribed Digital Assets, in accordance with Clause 5.5.

- 6.4 In relation to a purchase made under the Annual Subscription Option, a Material Breach of this Agreement by the Consumer, shall result in termination of this Agreement. On termination of this Agreement, on account of the Consumer's Material Breach, the Consumer shall, notwithstanding its liability to indemnify us in accordance with Clause 10, pay the early exit charges in accordance with Clause 6.2 and delete the Subscribed Digital and/or files relating thereto from its device(s). HF shall be entitled to carry out an inspection of the Consumer's premises and devices and require the Consumer to provide us with a certification, in the form and format required by us, confirming that the Consumer has deleted all files and disabled all access to the Subscribed Digital Assets.

7. Consumers' Rights

- 7.1 When you purchase an Asse under the Annual Subscription Option you shall be entitled to receive all ongoing updates to the Subscribed Digital Assets, subject to your payment of the Annual Subscription Fee, and subject to your obligations relating to our Intellectual Property Rights as outlined in Clause 8, you and/or your Permitted Users are entitled to use the Subscribed Digital Assets in their most current form.
- 7.2 In the case of Permitted Users, each Permitted User has the right to electronically display the Subscribed Digital Assets for the Permitted User's individual use and/or for non-commercial purposes to other Permitted Users of the same organisation.
- 7.3 The Consumer and its Permitted Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, offering, or otherwise using the Subscribed Digital Assets or any part thereof for commercial resale, redistribution to persons other than Permitted Users or redistribution in any medium of the Subscribed Digital Assets to compete with the business of HF and/or to reduce HF's business.
- 7.4 All right, title, and interest (including all copyrights, Trade Marks and other intellectual property rights) in the Subscribed Digital Assets and/or otherwise relating to HF in any medium belongs solely to HF. Nothing in this Agreement shall be deemed to grant the Consumer nor its Permitted Users any ownership or other proprietary interest in the Subscribed Digital Assets or to the copies

thereof, except for the limited right to use the Subscribed Digital Assets by virtue of its purchase as set forth herein.

8. Obligations of the Parties in respect of the Subscribed Digital Assets

- 8.1 You agree that HF is the exclusive owner of its Trade Mark, logos, copyright, and all intellectual property rights to the Subscribed Digital Assets ("**HF Intellectual Property**").
- 8.2 The Consumer warrants that, except for as permitted under this Agreement, neither the Consumer nor its Permitted Users will use any of the HF Intellectual Property without HF's express prior written consent.
- 8.3 Neither the Consumer nor its Permitted Users shall use the Assets in any way that infringes the Intellectual Property Rights or proprietary interests of HF or of any third party or obscure any copyright notices contained within the Subscribed Digital Assets or any other Digital Assets the Consumer may have access to. This also means that neither the Consumer nor the Permitted Users will modify and/or adapt the Subscribed Digital Assets and/or other Digital Assets they may have access to or alter the Subscribed Digital Assets and/or other Digital Assets they may have access to, by making additions to or by combining other content with the Subscribed Digital or other Digital Assets ("**Modified Material**") for a use other than their own individual use. Neither the Consumer nor the Permitted Users may make derivative works of the Subscribed Digital or other Digital Assets for a use other than their own individual use. HF shall not be responsible for any such derivative works or Modified Material. The Consumer shall indemnify HF and its officers, directors and employees for any losses, damages, claims including third-party claims for copyright or intellectual property infringement, including reasonable legal costs (cumulatively "**Losses**") arising out of derivative works and/or Modified Material.
- 8.4 The Consumer and its Permitted Users agree to use the Subscribed Digital Assets in compliance with all applicable laws, rules, or regulations.
- 8.5 Third-party service links contained within the Subscribed Digital Assets and/or updates, are verified by HF as on the date of delivering the relevant Subscribed Digital Assets and/or delivering the updates as the case may be. HF takes no responsibility if the third-party links become redundant, obsolete, inactive, or otherwise non-functional at any time subsequent to the delivery of the Subscribed Digital Assets and/or the updates, as the case may be. HF uses third-party service links only for the purposes of providing a better experience to Consumers and for the purposes of its operations. As such, third-party providers are merely suppliers of their services and unless stated otherwise, are not associated with HF in any other capacity. HF therefore expressly

disclaims any intellectual property rights associated with third-party providers. HF shall not be liable for content provided or made available by third-party providers that the Consumer or Permitted Users come across via the HF Site. HF encourages the Consumer and/or its Permitted Users to read the terms and conditions and privacy policy of third-party providers when accessing any website or using any product/service provided by third-party providers.

- 8.6 In the case of Digital Assets purchased under the Annual Subscription Option we will communicate with you, via regular newsletters, on an ongoing basis to advise of updates.
- 8.7 You agree to attribute HF for the Digital Assets and/or any other content relating thereto that you purchase from us. You agree that, for the purposes of its presentations and marketing and promotional material, and subject to your prior consent (which consent you agree will not be unreasonably withheld) HF may refer to you as its client and make references to the kind of services and products provided to you.
- 8.8 You shall ensure that access and use of the Subscribed Digital Assets is limited to you and/or your Permitted Users only and that you use and will continue to use your best efforts and take necessary precautions to prevent unauthorised copying and use of the Subscribed Digital Assets and/or any part thereof. You shall be liable for any unauthorised use of the Subscribed Digital Assets and/or any part thereof by its Permitted Users.
- 8.9 You shall promptly notify HF in writing of any suspected unauthorised copying or use of the Materials as soon as you become aware of or suspect such unauthorised activity.
- 8.10 A breach by the Consumer of its obligations under Clauses 8.2, 8.3, 8.4 and/or 8.8 shall constitute a material breach of the Agreement (“**Material Breach**”)

9. Limitation of Liability

- 9.1 We represent and warrant that we have the right and authority to make the Digital Assets available to a Consumer and its Permitted Users as set out in this Agreement.
- 9.2 Unless otherwise stated, the Digital Assets are provided on an “as is”, “as available” basis and to the extent permissible by law, HF expressly disclaims all other warranties, including the warranties of merchantability and fitness for a particular purpose.
- 9.3 HF shall not be liable for any loss, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Digital Assets, (b) the unavailability or interruption of the availability of or access to the Digital Assets or any feature and/or updates thereof, (c) the Consumer’s or its Permitted Users’ use of the Digital Assets, (d) the content, accuracy, or

completeness of the Digital Assets and/ or (e) any delay or failure in performance of its obligations by HF for reasons beyond its reasonable control.

- 9.4 We do not warrant that our services, information, content, or other services included on or otherwise made available to the Consumer and/or its Permitted Users through the Digital Assets including the Subscribed Digital Assets, the HF Site, HF servers or electronic communication sent by HF are free of viruses or other harmful components. HF will not be liable for any damages of any kind arising from the use of its services, products or from any information or content and/or services, included on or otherwise made available to the Consumer and/or the Permitted Users through the Digital Assets including the Subscribed Digital Assets, the HF Site or otherwise, including, but not limited to direct, indirect, incidental, punitive and consequential losses and/or damages, unless otherwise specified in writing.
- 9.5 Subject to the limitations outlined in this Clause 9 and to the fullest extent permissible by applicable law, under no circumstances will the aggregate liability of HF in connection with any claim arising out of or relating to the Digital Assets, including the Subscribed Digital Assets or this Agreement exceed the lesser of (i) the Consumer's direct losses, or (ii) the price paid by the Consumer towards the subscription of the Subscribed Digital Assets until the date of the claim.
- 9.6 HF will not be liable for any special, indirect, incidental, or consequential losses of any kind whatsoever (including, without limitation, legal fees, loss of goodwill, loss of repute or loss of business opportunity) arising out of or relating to the supply of Subscribed Digital Assets, and/ or the failure of HF to perform its obligations under this Agreement.
- 9.7 In the unlikely event of a breach, or alleged breach by us of this Agreement, the damage caused to the Consumer and/or to the Permitted Users, if any, shall not be irreparable or sufficient to entitle the Consumer to injunctive or other equitable relief and the Consumer's rights and remedies shall be limited to the right, if any, to obtain damages at law and neither the Consumer nor the Permitted Users shall have any right to enjoin or restrain the development, production, advertising, promotion, distribution, exhibition or exploitation of the Digital Assets and/or any other HF products and services in any event. The Consumer acknowledges that HF shall be entitled to seek injunctive and other equitable relief against the Consumer and/or its Permitted Users to restrain, enjoin and/or prevent the violation or breach by the Consumer or its Permitted Users of this Agreement.
- 9.8 In the case of a purchase under the Annual Subscription Option, the Consumer agrees to pay the early exit charges outlined in Clause 6.3 if this Agreement is cancelled by HF as a result of the Consumer's and/or Permitted User's Material Breach of this Agreement. The Consumer

acknowledges and agrees that notwithstanding the early exit charges, HF shall be entitled to indemnification in accordance with Clause 10 and equitable relief in the event of a Material Breach of this Agreement by the Consumer or its Permitted Users.

10. Indemnity

10.1 The Consumer shall indemnify and hold harmless HF, its officers, directors and employees, from and against any liability and expense (including legal and other professional fees and expenses) which they may sustain or suffer by reason of a Material Breach or alleged breach of the Consumer's and/or Permitted Users' obligations contained in Clauses 8.2, 8.3, 8.4 and 8.8, 8.9 and warranties contained in Clause 11.2 of this Agreement or any of the restrictions, representations or other agreements made by the Consumer and its Permitted Users' under this Agreement.

10.2 If there is a breach of the warranty set out in Clause 9.1, then HF at its option and expense, shall either defend or settle any action and hold the Consumer harmless against any liability and expense which the Consumer may sustain or suffer by reason of a third party's claim of copyright infringement related to the use of Digital Assets including Subscribed Digital Asset, asserted against the Consumer by such third party, provided: (i) all use of the Digital Assets and/or Subscribed Digital Assets was in accordance with this Agreement; (ii) the claim, cause of action or infringement was not caused by the Consumer or any of its Permitted Users modifying or combining the Digital Assets and/or Subscribed Digital Assets with or into other materials, products or applications to create Modified Materials or derivative works; (iii) the Consumer gives HF prompt notice of any such claim; and (iv) the Consumer gives HF the right to control and direct the investigation, defence and settlement of each such claim. The Consumer and its Permitted Users, at HF's expense, shall reasonably cooperate with HF in connection with the foregoing. The provisions of this Clause 10.2 shall constitute the Consumer's sole and exclusive remedy for the matters specified therein.

11. Data Protection

11.1 HF protects the Personal Data submitted to it by the Consumer and/or its Permitted Users in compliance with the prevailing Data Protection Laws relating to privacy and data protection, details of which can be found in the HF privacy policy available on the HF Site ("**HF Privacy Policy**").

11.2 Where, in order to provide them with access to the Subscribed Digital Assets, the Consumer provides HF with the Personal Data of individuals (whether Permitted Users, employees, servant

or agents of any kind), the Consumer warrants that they have a lawful basis for the processing of that Personal Data which includes the sharing of that data with HF for the purposes of providing the data subjects access to the Subscribed Digital Assets and the sending of notifications, including reminders and other communications related to their use of the Subscribed Digital Assets.

- 11.3 In the event that the Consumer does not have a lawful basis for processing the Personal Data for the purposes stated above, the Consumer shall fully indemnify and hold HF harmless from any and all claims, liabilities, costs, proceedings, damages, and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by HF as a result of or in connection with the Consumer's default under this Clause.
- 11.4 The main categories of Personal Data that HF may collect from the Consumer for the purposes of this Agreement include, without limitation the Consumer's and individual Permitted Users' name, name of the department, designation, email address, contact information, address, bank account and other billing details.
- 11.5 HF's core objectives for using Personal Data relating to the Consumer and/ or other Permitted Users are to provide products and services to the Consumer and the Permitted Users, to run its operations relating thereto, to maintain certain records and to carry out certain background checks in compliance with prevailing laws and regulations. In relation to the Consumer, it predominantly means without limitation (a) providing the Digital Assets and/or the services for which it has instructed HF; (b) invoicing the Consumer for the Digital Assets and/or the services provided; (c) filing relevant information as part of HF's obligations to the HMRC and/or any other government authority ; (d) fulfilling its obligations relating to the Know Your Customer (KYC) checks; (e) sending the Consumer and/or Permitted Users newsletters, reminders and or any other information for marketing purposes. These Terms deal with HF's use of the Consumer's and Permitted Users' Personal Data as part of the instructions to HF to provide access to the Subscribed Digital Assets. In all other respects, HF's use of data is set out in its Privacy Policy.
- 11.6 The Consumer agrees that by using HF's products and/or services and by agreeing to these Terms it has consented to HF's use, processing and control of the Consumer's and the Permitted Users' Personal Data for the above-mentioned purposes.
- 11.7 HF may share the Personal Data submitted to it with its employees, consultants or any third parties who have collaborated with HF. Every recipient of such Personal Data will be bound by obligations of confidentiality to ensure that the Consumer's and Permitted Users' rights under Data Protection Laws are upheld. HF may also be required to share Personal Data and/or other Confidential Information relating to the Consumer and/or Permitted Users pursuant to an order/decre by an

authority and/or any other statutory requirement

12. Intellectual Property

12.1 The Parties agree that HF is the exclusive owner of the Intellectual Property to the Digital Assets, Subscribed Digital Assets and /or other products offered by it, and of its Trade Marks, logos and content made available via its website and other social media platforms.

12.2 The Consumer agrees to be legally bound by its obligations relating to the HF Intellectual Property under Clauses 8.2, 8.3, 8.4, 8.7, 8.8 and 8.9.

13. Confidential Information

13.1 The Parties hereby acknowledge that during the course of this Agreement, the Parties may be given access to each other's Confidential Information and data relating to each other or each other's businesses.

For the purposes of this Agreement, the Party supplying the Confidential Information shall be referred to as **"the Owning Party"** and the recipient of the Confidential Information shall be referred to as **"the Receiving Party"**.

13.2 Obligations of Non-Disclosure and Non-Use

(a) Unless otherwise agreed to in advance and in writing by the Owning Party, the Receiving Party will not, except as required by law or under a court order, use the Confidential Information for any purpose other than for the purposes of this Agreement. In addition, neither Party shall disclose the Confidential Information belonging to the Owning Party, to any third party nor use it for the benefit of themselves or of any third party.

(b) HF may disclose the Consumer's and/or the Permitted Users' Confidential Information:

(i) To its employees, independent contractors, free-lancers, consultants, partners, or co-workers (as applicable) on a *"need to know basis"* only which means that HF may disclose the Confidential Information only to those of its employees, independent contractors, freelancers, consultants, partners, or co-workers who need to know such information for the provision of the Subscribed Digital Assets and/or for the performance of services and/or for the conduct of HF's business

(ii) Where maintaining confidentiality conflicts with HF's duty of care

(iii) When an issue arises that HF believes needs to be referred elsewhere. However, HF will discuss this with the Consumer or the Permitted User (as the case may be) first

- (iv) where the Consumer and/or the Permitted Users, as the case may be, have consented to it

By purchasing HF's products and/or services the Consumer agrees to its information and that of its Permitted Users being disclosed to the parties and in the manner outlined in Clause 13.2(b) of this Agreement.

14. Application of HF's policies

14.1 The Parties agree that for the purposes of this Agreement, the Parties shall adhere to HF's policies, including without limitation, (i) Anti-Bribery, Anti-Corruption and Anti-Money Laundering Policy, (ii) Anti-Tax-Evasion Policy, (iii) Anti-Slavery Policy, (iv) Equality and Diversity Policy, (v) Anti-Discrimination Policy and any other policy that HF may have in place.

14.2 HF encourages all our consumers, licensees and permitted users to familiarise themselves with its internal policies, as these policies enable HF to adhere to a professional code of conduct and ethics. A copy of HF's internal policies are available to the Consumer and/or the Permitted Users upon request.

15. Force Majeure

15.1 Force Majeure means any event or combination of events or circumstances beyond the control of a Party which cannot:

- (a) by the exercise of reasonable diligence, or
- (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects a Party's ability to perform its obligations under this Agreement.

A Force Majeure event shall include acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, terrorism, war, rebellion, riots, civil unrest, insurrection, sabotage, epidemic, pandemic, quarantine restrictions, lockdown, government sanctions, damage to business premises by an event beyond a Party's control, rendering the premises unfit for use, adverse weather conditions, labour dispute, labour shortage, power shortage, shortage of raw material, lack of access to any equipment or materials, losing access or ceasing to be entitled to access the internet for whatever reason, server crashes, system failures, outages, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency and/or any other analogous event.

15.2 A Party shall not be held liable if it is delayed or is wholly or partially precluded from complying with its obligations under this Agreement by Force Majeure and the performance of its obligations in accordance with the Agreement will remain suspended till the continuation of the Force Majeure event. Notwithstanding the foregoing, if a Force Majeure event delays a Party's performance of the Agreement for more than 30 [thirty] days, the Party whose performance has not been impaired may terminate the Agreement, without liability, by serving a 5 [five] days' notice. On termination of the Agreement by reason of a Force Majeure Event all outstanding sums payable by the Consumer to HF until the date of termination shall be paid in full.

16. Assignment

16.1 Neither the Consumer nor any Permitted User may assign their rights or delegate their duties under this Agreement without our prior written consent.

17. Severance

17.1 If any provision of the 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 the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

17.2 If a provision of the 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.

18. Variation and Waiver

18.1 HF may review, revise, or suggest variations to this Agreement and the policies referred to within it from time to time to reflect the changing needs of the business and to comply with new legislation. HF will notify the Consumer in writing of all the variations to this Agreement that it intends on making.

18.2 This Agreement may not be supplemented, modified, or otherwise revised unless signed by duly authorised representatives of both Parties.

18.3 A waiver of any right or remedy under this Agreement or by law is only effective if it is given in writing and is signed by the Party waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

18.4 A failure or delay by any Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

18.5 No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. Notices

19.1 Any notice given or made under this Agreement shall be in writing and in English and signed by or on behalf of the Party giving it and shall be served by hand delivering it or sending it by prepaid first class or recorded delivery post to the address and/ or via electronic mail to the email address and for the attention of the relevant Party set out in Clause 18.2

Any notice shall be deemed to have been received:

- a. **if hand delivered or sent by prepaid recorded delivery or prepaid international signed for, at the time of delivery and**
- b. **if sent by prepaid first-class post, 2 [two] Business Days from the date of posting**
- c. **if sent by airmail (other than by prepaid international signed for, in which case it shall be deemed delivered at the time of delivery), 5 [five] Business Days from the date of posting and**
- d. **in the case of email, on the day of transmission, provided that if deemed receipt occurs before 17:30 on a Business Day the notice shall be deemed to have been received on that Business Day and if deemed receipt occurs after 17:30 on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 09:00 am on the next Business Day. For the purpose of this Clause, references to any time shall be to the time at the place of receipt.**

19.2 The addresses of the Parties for the purposes of this Clause are:

HF

Address: Hemsley Fraser Group Limited
St James Court, 74-94 Fore Street, Saltash, Cornwall, PL12 6JW

For the attention of: Ms. Sally Hurrell/ Ms. Flora Yu

The Consumer

Address: [Insert Address]

For the attention of: [Insert Name]

or such other person, address or email address as may be notified in writing from time to time by the relevant Party to the other Party. Any change to the place of service shall take effect 5 [five] Business Days after notice of the change is received or (if later) on the date (if any) specified in the notice as the date on which the change is to take place.

20. Governing Law and Dispute Resolution

20.1 This Agreement shall be governed by the laws of England and Wales.

20.2 While we do not anticipate this and always strive to make our clients happy, in the event of any dispute arising from or as a result of this Agreement, the Parties agree to resolve it by amicable settlement. Should all efforts at amicable settlement fail (such efforts lasting for at-least 30 [thirty] days from the date on which the grievance or dispute arose) the Parties shall refer the dispute to a mutually appointed mediator, who shall be a neutral person with no ties to any Party. The costs of appointing a mediator shall be borne equally by the Parties. The Parties agree to uphold to the extent possible, the settlement arrived at, at the conclusion of mediation. Should mediation fail, the courts of England and Wales shall have exclusive jurisdiction over any disputes arising under the Agreement.

21. Exclusion of Third-Party Rights

21.1 The Parties to this Agreement do not intend that any term under this Agreement should be enforced, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any Person who is not a Party to this Agreement.

22. Entire Agreement

22.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter and at the time of execution supersedes any previous agreements, arrangements, undertakings, or proposals, oral or written.

23. Counterparts

23.1 This Agreement may be executed in counterpart. Each counterpart shall be a duplicate original and all the counterparts taken together shall constitute a single, binding instrument. The Parties agree that the Agreement may be executed electronically, and that the affixation of digital signatures followed by the electronic transmission of the Agreement via facsimile or email in portable document (.pdf) or any other similar format will have the same effect as the execution

of a manually executed counterpart. The Parties agree that in the event of any legal proceedings between them, arising from, or in relation to this Agreement, each of them waives the right to bring any proceedings or raise any defense based on the execution hereof in counterparts or delivery of the same by electronic means.

SIGNED for and on behalf of [CLIENT
NAME]

Signature:

Name:

Title:

Date:

SIGNED for and on behalf of the Hemsley
Fraser Group Ltd

Signature:

Name:

Title:

Date:

Pricing Schedule

Subscribed Digital Asset Annual Subscription Fee

The “Annual Subscription Fee” due and payable by the Consumer shall be calculated on an annual basis in accordance with the below tables plus all applicable taxes.

Product	Annual fees	Detail
Initial 12 [twelve] month subscription	£10,000 (Initial Fees)	50 [fifty] playlists of digital assets (at least 250 assets) selected by HF
Renewal Fees each payment grants an additional 12 [twelve] months of access from the expiration of the previous term.	£5,000 (Renewal Fees)	After the Initial Fees, Renewal Fees are due for continued subscription.
1-1 support, guidance, or success management	£200 per hour	A digital ‘playbook’ will be made available on payment of the initial invoice. This playbook will provide advice and guidance on how to get the most value from the Digital Assets. Should you wish to purchase additional support, such support will be billed at £200 per hour.