

Terms and Conditions of Services

1. Intellectual Property

Company and its affiliates and successors-in-title (together **Company**) shall be entitled to all of the benefits or profits arising from or incidental to all services performed for Company by the contractor (inclusive of materials, deliverables and equipment, collectively the **Services**) and, if the contractor is a company, its employee(s) and/or directors (together, **Contractor**). Contractor unconditionally and irrevocably transfers and assigns to Company all intellectual property or other rights, title and interest in any product, information, data, footage or materials arising from or incidental to the duties and Services performed by Contractor for Company (**Work**) for and confirms that Company owns all rights to use the Work, in all media, in perpetuity, throughout the world. Where necessary, this assignment takes effect as a present assignment of future rights. Company may use Contractor's name, voice, likeness and biography in connection with the use of the Work in any format. Company shall not be under any obligation to use the Work and any failure by Company to use any part of the Work(s) will not effect any other provision of this Agreement and Company's rights to Work(s) shall not lapse at any time.

2. Personal Information

In connection with the performance of the Services, Company may collect, store and process Contractor's personal information (**Personal Information or PI**) in manual, electronic or any other form and may transfer Contractor's s PI to any country outside the place it was collected, including to any affiliated company and/or any third party nominated by Company and which is bound to keep the data confidential. Contractor agrees and acknowledges that their PI will be collected to enable the Company to perform the transactions contemplated under this Agreement (**Purpose**) and that any PI submitted, will be held and used by Company solely for the Purpose and will otherwise be subject to Company's privacy policy available [here](#). Contractor agrees that it has read the privacy policy and agree to its terms.

3. Independent Contractor

Contractor expressly agrees and acknowledges that it is an independent contractor of Company and that the provision of Services to Company does not create any employment, partnership, joint venture or agency relationship. Contractor acknowledges that it is solely responsible and liable for the payment of all compensation due to or claimed by its employees (if any) and for the payment of all withholding, employment, income or other taxes levied or due as a result of the Services performed by Contractor for Company. Contractor shall not represent that Contractor is able to bind Company in any way and shall not attempt to incur any liability on behalf of Company. Contractor warrants that the Services shall: (i) include all materials and parts necessary to complete Services as part of the prices quoted; (ii) comply with all statutory and regulatory requirements, including all applicable safety requirements and international standards; and (iii) be performed with due care and shall be fit for the purpose for which they were provided. Company reserves the right to cancel or change the Services at any time prior to delivery of the Services by notice in writing to Contractor.

4. Benefits, Consents & Permits

Contractor expressly agrees and acknowledges that since Contractor is an independent contractor of Company, Company shall not be required to provide to Contractor any benefits, plans and/or programmes that are available to employees of Company, including insurance programmes and membership of or benefits under any pension scheme or provident fund scheme provided by Company to its employees. Contractor expressly agrees and acknowledges that it is responsible for obtaining and maintaining all necessary insurance, consents, permits and approvals to provide Services to Company (including any employment visas of Contractor or, if Contractor is a company, its employees) as stipulated by applicable law or in keeping with industry best practice. Contractor may not provide any services (including the Services) to Company without such insurance, consents, permits and approvals.

5. Compliance

Contractor represents and warrants to Company that it has the right to perform the Services for Company and that, by doing so, Contractor is not breaching any other understanding or agreement, nor any applicable laws or regulations. Contractor further represents and warrants that the information provided to the Company, including in any invoice, is true, correct, accurate and complete and agrees to promptly inform the Company if any such information becomes untrue or inaccurate in any way. Contractor agrees to perform faithfully and industriously to the best of Contractor's ability all of the duties that may be required of Contractor by Company and to act in good faith in compliance with all applicable laws (including the *Foreign Corrupt Practices Act of the United States*). All Work submitted by the Contractor to the Company must be entirely original to the Contractor and must not be

defamatory of any person or entity. Contractor's engagement by the Company is subject to applicable policies of the Company and its affiliates, as they may be amended from time to time including without limitation, the WarnerMedia Supplier Code of Conduct that can be found [here](#). Although Contractor is not an employee of Company, Contractor is subject to certain aspects of Company policy, including without limitation, Company's social media policy; health and safety policy and practices; Company's anti-bullying and anti-harassment policy; Company's diversity and equality policy; and Company's electronic information and communication protection policy. Contractor expressly agrees and acknowledges that Company is not required to use Contractor or any of Work product resulting from Contractor providing the Services.

6. Confidential Information; Non-solicitation

Contractor must not, and shall procure that its employees (if any) do not, without the prior written approval of Company, disclose Confidential Information (as defined below) to any third party. Contractor must on demand, immediately return to Company any material and/or information which is, or which contains, Confidential Information supplied by Company. "**Confidential Information**" means information of whatever nature that is proprietary to Company, that relates to Company or that relates to the current business or future business plans of Company, in written, pictorial, electronic or oral form and includes Company's intellectual property, forms, processes, databases and client/affiliate/employee/contractor lists. Contractor must not directly or indirectly, solicit or do business with any employee engaged by Company for a period of six months subsequent to the termination or expiration of Contractor's engagement by Company, without the prior written approval of Company. At the expiration of Contractor's engagement, Contractor must deliver to Company all property belonging to Company which is in the possession or power of Contractor or its employees.

7. Release & Indemnity; Governing Law; Signature Clause

In addition to the granting of the CoVid 19 Waiver of Liability and Indemnity which can be found [here](#): Contractor releases and indemnifies, and shall procure that its employees (if any) release and indemnify, Company, its affiliates and their directors, employees, officers and agents against all actions, losses, claims, demands, taxes, charges, costs or expenses which may arise out of or in relation to these Terms and Conditions or Services provided or to be provided by Contractor to Company. The parties will be bound by signatures made by hand, or by signatures made by electronic means on the signature line of this Agreement (including, by typing one's name, an "s" mark or other comparable note on the signature line). Signatures delivered by facsimile and scanned copy signatures shall be valid and binding to the same extent as original signatures. The parties agree that their signatures are binding and may be transmitted by mail, hand delivery, email and/or any other electronic method to the other party or, if applicable, counsel of record for the party, and will have the same binding effect as any original ink signature.

8. This Agreement contains the entire understanding of all the parties with respect to the subject matter of it. It supersedes and replaces all previous agreements between the parties.