

## 1. Marketing Services/creation of marketing assets

- 1.1. Unless otherwise agreed in writing, the procurement of marketing and creative asset services may include digital marketing, social media management, content creation, search engine optimization, email marketing, pay-per-click advertising, branding and design, market research, public relations, and event marketing ("**Services**").
- 1.2. Supplier must perform the Services as a principal in law in its own name and not as an agent of Buyer or any other UGC (including, making this status clear to third parties involved in performing the Services). For the avoidance of doubt, in the case of music, Supplier must not nominate themselves as publisher. If a publisher is required, Supplier will notify Buyer and seek advice from Buyer's preferred supplier for music management.
- 1.3. Unless provided otherwise in these Specific Terms all capitalised terms shall have the meaning set out in the GTC.

## 2. Service Standards

- 2.1. Supplier must ensure that the Services are performed to meet the express requirements of the Agreement. In the event Supplier fails to meet any of the SLAs agreed upon, Supplier shall incur the penalty for each instance of non-compliance.
- 2.2. Supplier is responsible for obtaining all necessary licences, IP rights, permits and approvals required to perform the Services. Where, in order for Buyer to receive the Services in accordance with the terms of the Agreement, a licence of IP Materials created or owned by a third party ("Third Party Materials") must be granted to Buyer or other UGC by a third party outside of Supplier's group, Supplier must ensure that such licence: (a) permits use of such IP and other rights to enable Buyer and any other UGC to receive the Services and use (including reproduce, exploit, modify, alter or integrate) the deliverables in accordance with the Agreement; (b) provides indemnities and warranties against infringement of IP and other rights of a type and nature equal to or better than those provided by Supplier to Buyer under the terms of the Agreement; and, (c) entitles each UGC to benefit from those indemnities or warranties granted by such third party.

## 3. Charges

- 3.1. Third Party Costs will be charged at net cost without mark up of any kind, including withholding taxes. "Third Party Costs" means all third party costs incurred by Supplier or its affiliates in the course of providing the Services and payable by Buyer (provided always that such third party costs have been approved in writing by Buyer in advance of their being incurred).

## 4. Intellectual Property

- 4.1. Supplier hereby assigns to Buyer and must ensure that all third parties assign to Buyer, in each case, by way of present and future assignment with full title guarantee (free of all charges, encumbrances and other rights exercisable by third parties), all new IP created through performing of the Agreement ("Arising IP") in the Services and deliverables. Buyer grants or shall ensure relevant UGC grants to Supplier a personal, non-transferable, non-exclusive, non-sub licensable, revocable licence to use the Arising IP for the sole purpose of performing the Services and providing the deliverables under the Agreement.
- 4.2. Without prejudice to the above requirements, Supplier must secure for Buyer and the other UGCs' benefit, all the necessary rights, clearances and permissions to use names, likenesses, voices, quotes, images, biographical materials, signatures and similar attributable materials (including all IP and other rights therein) comprised within the Service deliverables.
- 4.3. Supplier must acquire all consents and permissions under applicable law in the relevant territory which are necessary to allow use of any performance, comprised within a Service deliverable, in accordance with the Agreement. Supplier must also ensure that all moral rights or analogous rights subsisting in each Service deliverable are waived or, as a minimum, are waived in relation to use in accordance with the Agreement.
- 4.4. Unless otherwise stated in writing, Supplier must pay all fees and expenses (whether characterised as fees, royalties or otherwise) required to secure worldwide rights, clearances and permissions to use the Service deliverables in accordance with the Agreement, including any compensation and/or applicable union fees, expenses and payments incurred in connection with the employment of any talent.
- 4.5. Before allowing any third party to produce, write or create Service deliverables, Supplier must ensure that such third party grants or agrees to grant the necessary rights or make the necessary assignments to give effect to the above described ownership and rights of use. Supplier must ensure that these relevant third parties will at the request of Buyer and/or any other relevant UGC and at Supplier's own cost obtain all signatures, execute all papers and take necessary actions to give effect to the ownership and grant of rights described under the Agreement.
- 4.6. Supplier must not knowingly create any advertisement as a Service deliverable that copies, imitates or parodies the distinctive and/or unique style, concept, storyline or presentation of any existing third party advertisement, without Buyer or the relevant UGC's prior written consent. Buyer must not at any time design or develop for any third party anywhere in the world any advertisement that is confusingly similar to any advertisements produced by it pursuant to the Agreement.
- 4.7. Supplier will maintain accurate and up to date written records of all licences and consents and the associated Service deliverables in the form set out in the Copyright and Licence Annex. Supplier agrees to provide details of all relevant licences and consents to Buyer and the relevant UGC's either on request or at the time it comes to Supplier's attention that Buyer and/or the relevant UGC's is proposing to make use of the Service deliverables to which the licences and consents relate. Nothing in such records or information provided will have the effect of limiting any right provided under the Agreement, varying any provision of the Agreement or imposing any further obligation on Buyer or any other UGC (including any liability for payments).
- 4.8. With respect to all third party products and services purchased by Supplier on behalf of Buyer in the provision of the Services, Supplier must pass through or assign to Buyer the rights Supplier obtains from the manufacturer and/or supplier of such products and services (including warranty and indemnification rights), all to the extent that such rights are transferable or assignable.
- 4.9. If Supplier wishes to engage a third party to produce, write or create deliverables where Supplier knows or has reason to believe that the third party may not assign all intellectual property rights to Buyer in accordance with the above clauses, then Supplier shall promptly notify Buyer in writing. Supplier shall ensure that such notice provides Buyer with a reasonable period of time to explore other options without compromising applicable deadlines should Buyer reject Supplier's proposal. Such notice shall include the rationale for engaging that third party on such terms despite Supplier's obligations set out in clause 4.1 and 4.5. Within a reasonable time of receiving such notification, Unilever shall either reject Supplier's proposal or request further information, including the terms offered by the third party and Supplier shall act accordingly. For the avoidance of doubt, Supplier shall not engage the third party to produce, write or create deliverables until Buyer has confirmed in writing that the third party's terms are acceptable.
- 4.10. Before engaging a third party pursuant to clause 4.9, Supplier will inform Buyer of any restrictions upon the use of any IP rights in the deliverables, including time and/or territorial restrictions, likely to be imposed on the deliverables. Supplier shall ensure that all such rights in relation to all such material shall be exercisable by Buyer and the relevant UGC in the territory, for such period, on such terms and for such consideration as may be agreed in writing between Buyer and Supplier on a case by case basis. In the absence of any such written agreement, Supplier shall secure for Buyer and the relevant UGC the right to exercise all such rights in the country or countries within the territory known to Supplier to be the country or countries of intended use by Buyer or relevant UGC and for a period of two (2) years, or such other period as the parties may agree from first use.
- 4.11. Where a deliverable includes music, Supplier must not nominate itself as the publisher of that music. If a publisher is required, the Supplier must notify the Unilever Regional Advertising Producer [RAP team] and take direction from Buyer's preferred supplier for music management.
- 4.12. If a music rights owner mandates the use of its own standard contract, Supplier and Buyer's preferred music supplier shall work together and agree all amendments the preferred music supplier will request on behalf of Supplier from the music rights owners so that such contracts may be accepted by Supplier and that Supplier shall sign.

## 5. Indemnity - Liability

- 5.1. Supplier must indemnify and defend Buyer and all relevant UGCs (including their respective directors, officers and employees) in respect of all losses, costs, claims and liabilities which relate to or arise from: (a) Supplier's breach of the Agreement; (b) personal injury or death of any person caused by Supplier; or (c) any and all third party claims, demands or litigation arising in respect of the Services. Buyer will have the right to conduct or participate in any related litigation and Supplier will not enter into any settlement that would impose obligations or restrictions on Buyer or any UGC without Buyer's prior written consent.



## Copyright and Licence Annex

### Copyright Record Sheet

The following Copyright Record Sheet should be completed for all works and materials produced through performance of the Services. A separate Copyright Record Sheet should be completed for each relevant deliverable:

|                                      |  |
|--------------------------------------|--|
| Supplier / sub-contractor            | (NB: Please include full details of Supplier/sub-contractor involved - name, address, contact name, contact email, contact number.)  |
| Title / Short description of work    | (NB: Please include the title of the work (for example, film, animation, etc.) and a brief description providing sufficient information so that the work may be easily identified. Please also include copies of all relevant images/drawings/designs and attach these to this form.)  |
| Third party rights                   | (N.B. Please include applicable details as to whether this work contains third party rights or was inspired or based upon another earlier third party work and confirmation of license/consent to use. )   |
| Date work created                    | (NB: Please include the exact date when the work was completed. Please also include any evidence of the date when the work was completed.)   |
| Author(s)                            | (NB: Please provide full details of the author(s) of the work. Please include name, title/job description, If there are multiple authors, please provide details of each of the author's contributions to the work.)   |
| Employee?                            | YES / NO<br><br>(NB: Please confirm whether the author(s) are employees of the Supplier/sub-contractor If NO please answer question below re contractors.)   |
| Individual contractor/agency worker? | YES / NO<br><br>(NB: Please confirm whether the author(s) are contractors/consultants who are engaged on a contract basis. If so, please attach to this form a copy of their engagement contract pertaining to the work carried out in relation the relevant deliverable.) and provide full contact details for the authors & confirmation of their assignment of rights and where applicable their waiver of moral rights.) |
| Country of creation?                 | (NB: If applicable, please provide details of the territories which are covered by copyright for the works and materials produced pursuant to this Agreement)  |

### Licensed in Rights Sheet

The following Licensed In Rights Sheet should be completed for any rights (e.g. music, vocals, third party trademarks) that have been licensed in to create the works and materials produced in the Copyright Record Sheet. A separate Licensed In Rights Sheet should be completed for each relevant Copyright Record Sheet completed:

|                               |   |
|-------------------------------|---|
| Nature of Right?              | (NB: Please detail specifically what right has been licensed providing sufficient information to identify the right (for example, the name/logo/device, registration number, registration date and details of the Registrar for a trade mark, details of the musical score, arrangement, specific recording and rights of any actors used and model waivers obtained) |
| Licenser?                     | (NB: Please include full details of the Licenser - name, address, contact name, contact email, contact number.)   |
| Ability to Sub-License?       | (NB: Please confirm the License has the right for the Supplier to sub license to Buyer and to any relevant UGC)   |
| Territory?                    | (NB: Please provide details of the territories which are covered by the right which has been licensed.)   |
| Term?                         | (NB: Please provide details of how long the right has been licensed for. Please also indicate whether there are options to renew and if so when)  |
| Fees & Payments               | (NB: Please confirm the level of the fee & dates of payment)  |
| Third party rights?           | Yes/No<br><br>If Yes, : Nature of rights: ---   |
| Assignment/License of rights? | (Please give details)   |
| Usage/Media?                  | (NB: Please provide details on what forms of media the right can be used in and whether there are any restrictions on its use (for example, TV, print, voice, etc.)   |
| Obligations?                  | (NB: Please provide details on whether there are any specific obligations that need to be met in having the right licensed (for example, the owner may require that they are acknowledged in a certain format, who is responsible for the renewal of any registered rights & payment of any necessary fees?)  |
| Exclusivity?                  | (NB: Please provide details on whether the licensed right is exclusive or non-exclusive In the case of non-exclusive do we know of any third party rights granted to a UGC competitor?)   |
| Copyright Record Sheet?       | (NB: Please provide details on which Copyright Record Sheet this right relates to by inserting the same information as provided in "Title / Short description of work".)  |
| Governing Law                 | (NB: Please state the governing law of the corresponding licence arrangement with the third party)  |