

Project Scope of Work

Parties

- (1) **BRAIN LABS DIGITAL LTD** of Building 4, 2 Old Street Yard, London, EC1Y 8AF, with registered company number 07903451 ("**Brainlabs**"); and
- (2) **TOUCHNOTE LTD** of Ground & Basement Floors, 17 & 18 Clere Street, London, EC2A 4LJ, with registered company number 06235264 (the "**Client**")

This Project Scope of Work for the provision of Additional Services to the Client is issued pursuant to and is in accordance with the agreement entered into between the Parties dated **September 29, 2020** ("Agreement").

Project

Brainlabs, via the Creative Subcontractor, shall provide creative services to the Client, including the development of creative strategy, planning, and asset creation.

Creative Subcontractor

Share Advertising Limited of 40 Featherstone Street, London EC1Y 8RE.

Project Commencement Date

The Project will begin on **September 29, 2020**.

Project Term & Termination

This Project Scope of Work will expire upon 28th December 2020

In the event that the Client terminates this Project Scope of Work or, while the Creative Subcontractor is providing Services under this Project Scope of Work, the Agreement, the Client shall immediately pay to Brainlabs all Charges due up to the end of any Stage commenced by the Creative Subcontractor and all disbursements and third-party costs commissioned by the Creative Subcontractor and other unavoidable expenses which cannot be avoided or cancelled.

Following termination and subject to the payment to Brainlabs of all sums due which together are more than 50% of the projected fees of the Project, and providing the Client is not in breach of any of its obligations, the Client shall be entitled to select and will receive title and intellectual property rights in one of the design solutions/concepts that have been presented to the Client prior to the date of termination but for the avoidance of doubt in such circumstances no right or interest in any software or source files shall pass to the Client. All materials relating to any other designs presented by the Creative Subcontractor shall be returned forthwith.

Services / Deliverables

- 1 x Strategy & Planning document
- 5 x UAC images (**1x** rounds of amends)
- 2 x YouTube videos (**1x** rounds of amends)
- 6 x HTML5 banner ads (**1x** rounds of amends)

- 4 x Display images (1x rounds of amends)
- 4 x Gmail images (1x rounds of amends)

Creative Team

- Creative Director - Leader of the creative studio, the creative director is the ultimate owner of all the studio's deliverables
- Art Director - Responsible for ideas and creative vision, leads ideation of all creative concepts
- Strategist - Provide strategic direction, lead planning and form strategic recommendations
- Copywriter - Copywriting of all assets inline strategy and planning document
- Designer - Production of all assets for social media, ensures graphics are on brand and exciting

Project Management

- Project Manager - Retained staff to ensure that all deliverables are met and TouchNote have a single point of contact and escalation contact. Project Management objectives are to ensure that the account runs faultlessly and that all checkpoints are met.

Project Charges

- October - Kick off & Initial Month+Setup: £9,588
- November - Monthly Content Refresh: £9,912
- December - Monthly Content Refresh: £9,912

Total Charges: £29,412

The Client will also be responsible for paying for all Third Party Costs, including the cost of third-party assets, that the Client has approved in advance in writing.

Authorised Brainlabs Approver

Matt Adams

Authorised Client Approver

Brendon Rowe

Special Terms

The following terms will take precedence over any conflicting terms in the Agreement:

Obligations:

1. The Client shall be solely responsible for providing the Creative Subcontractor with all necessary information concerning the Client's goods/services, the Services (including the scope of use required, rules of use, any relevant restrictions, any relevant statutory and regulatory controls and, if applicable, industry codes of practice), the market and further general information. The Creative Subcontractor shall not be responsible for any shortcomings in such information. The Client understands that its own knowledge and experience in its industry sector and of its goods/services is vital in this regard.

2. Any advertising material supplied by the Client to the Creative Subcontractor must comply with all trade description and consumer protection legislation and any other applicable laws and regulations.
3. The Client shall be responsible for providing all necessary permissions, licences and consents that may be required for the provision of the Services unless the Creative Subcontractor has expressly agreed in writing to be responsible.
4. The Client either owns or holds the necessary licence(s) in respect of materials supplied by it to the Creative Subcontractor in connection with the provision of the Services and shall indemnify the Creative Subcontractor and Brainlabs against all costs, claims, liabilities and losses if this is not the case.
5. The Client shall be responsible for signing off work when requested and in a timely manner. It is the Client's obligation to ensure that the approval and sign-off of work is undertaken by a representative of the Client with appropriate seniority. If the Creative Subcontractor is required to amend/redo the work that has previously been signed off, then an additional charge will be incurred.
6. Where the Creative Subcontractor is to provide the Services at the Client's premises, the Client shall:
 - a. Ensure that the Creative Subcontractor has access to those premises, office accommodation and other facilities as reasonably required by the Creative Subcontractor; and
 - b. Keep and maintain all materials, equipment, documents and other property of the Creative Subcontractor ("the Creative Subcontractor Materials") at the Client's premises in safe custody at its own risk, maintain the the Creative Subcontractor Materials in good condition until returned to the Creative Subcontractor, and not dispose of or use the Creative Subcontractor Materials other than in accordance with the Creative Subcontractor's written instructions or authorisation.
7. Where the work being undertaken by the Creative Subcontractor is dependent in whole or part upon external project-specific funding being available to the Client, then if anything happens which results or might result in such funding being withdrawn for any reason the Client must inform the Creative Subcontractor of this.

Delivery:

8. The delivery times of the Services stated by the Creative Subcontractor are reasonable estimates and neither Brainlabs nor the Creative Subcontractor shall be responsible for any delay that is not directly attributable to the fault of Brainlabs or the Creative Subcontractor, respectively, which for the avoidance of doubt means any circumstances beyond the Creative Subcontractor's or Brainlabs' reasonable control including any delays with delivery. Time shall not be of the essence unless expressly agreed in writing. The Creative Subcontractor will use its reasonable endeavors to meet the Client's timescales.
9. The Client recognises that for the Creative Subcontractor to be able to perform the Services in a timely fashion and to meet any agreed timetable the Client must also respond to enquiries and deal promptly with the signing off and approval of materials submitted to it. The Client acknowledges that if it fails to do this then the Creative Subcontractor cannot be expected to perform the Services within the agreed period of time.

Intellectual property:

10. The Parties acknowledge that the ownership in all Intellectual Property Rights that have been created prior to this Project Scope of Work or are developed separately to it shall remain vested in the Creative Subcontractor at all times.

11. On completion of the Services and payment of the Project Charges in full and subject to any third-party rights in the work identified by the Creative Subcontractor, the Client shall receive the copyright and design rights belonging to the Creative Subcontractor in the visual appearance of the final work selected for implementation including any design solution, branding, logo, logo-type, corporate identity, music, video, photographs, digital page layout and front end content ("Front End").
12. Subject to Clause 13 below, on completion of the Services and payment of the Project Charges in full, the Client shall receive a non-exclusive license to use the intellectual property rights in all coding and programming required for the use of the final selected work including any content management system for updating the work or similar programming tools and any other elements of the Services which are not part of the visual appearance of the final selected work ("Back End").
13. The Client acknowledges and understands that it shall not have the right, by itself or through any third party, to modify any of the Back End without the prior written consent of the Creative Subcontractor.
14. The Client shall not use the Front End or Back End work for any purpose outside of the scope of the brief in respect of which the Creative Subcontractor provided the Services without the prior express written approval of the Creative Subcontractor.
15. The Client shall be permitted to use the Front End and the Back End prior to completion of the Services to enable it to review and sign off the work.
16. The Creative Subcontractor may use licensed software in the provision of the Services. Any such use is personal to the Creative Subcontractor and it may be necessary for the Client to obtain its own license(s). In such circumstances the Creative Subcontractor will (where it is expressly agreed as part of the Services) advise upon the license(s) required and use its reasonable endeavors to assist the Client to obtain the relevant license(s). Neither the Creative Subcontractor or Brainlabs is liable for the costs thereof or (save to the extent provided) any failure of the Client to hold the necessary license(s).
17. The Creative Subcontractor may use open-source software in the provision of the Services. The Creative Subcontractor will not grant any license or give any warranty in respect of such software..
18. Reservation of Technical and Artistic Concepts: The Creative Subcontractor will not infringe the rights of the Client in the Front End and Back End but reserves exclusive ownership of and right to use all other designs, software, concepts, ideas or other intellectual property rights developed during the course of the Services.
19. Multi Designs. If more than one design solution/concept is chosen by the Client and this was not provided for in the agreed proposal for the Services an additional fee may be payable by the Client.
20. The Creative Subcontractor will use reasonable endeavors to procure an assignment or, if appropriate, an exclusive licence of all intellectual property rights of its subcontractors incorporated in the work. The Client is reminded that illustrators, photographers, musicians and copywriters usually retain ownership of the original work and may demand its return undamaged although this should not restrict the Client's use within any negotiated usage rights.
21. Where any payment due to Brainlabs by the Client is more than 90 days overdue then Brainlabs reserves the right, by notice in writing to the Client, to suspend or, where appropriate, ask the Creative Subcontractor to suspend any license rights granted to the Client in respect of work arising out of a previous engagement and where appropriate to require the Client to transfer back to Brainlabs or, where appropriate, the Creative Subcontractor all of the intellectual property rights that may have been transferred to the Client by Brainlabs or the Creative Subcontractor under any previous contract.

Publicity and examples:

22. Once the outputs from the Services are in the public domain, the Creative Subcontractor shall have a right to reasonable publicity (including inclusion in any book or publication or collection of the Creative Subcontractor's work or in relation to any awards or public recognition) of the work created as part of the Services and the Client shall provide to the Creative Subcontractor at least six samples of any printed work derived from the Services.
23. The Creative Subcontractor shall have the right to identify itself in a reasonable manner as the provider of Services to the Client.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the Effective Date.

Signed on behalf of the **Client** (Director or duly authorised signatory)

Date _____

Signed on behalf of **Brainlabs** (Director or duly authorised signatory)

Date _____