

HEADS OF TERMS:

AGREEMENT FOR MARKETING AND BRAND DEVELOPMENT SERVICES

This *AGREEMENT FOR MARKETING AND BRAND DEVELOPMENT SERVICES*, effective as of June 1st, 2020, is by and between Jump Off TV a digital and PR company, with offices located at Tileyard Studios, London, N7 9AH (**CLIENT**), and Maria Lovisi, a London limited company, with offices located in London.

1. Marketing and Brand Development Services

Maria Lovisi will perform services for Client in connection with the planning, provision, creation and/or placing of branding, research, advertising, marketing, consulting, creative and/or digital services for Client, during the Term. During the term of this agreement, Client may wish to assign additional projects, products, or services to Maria Lovisi beyond the Services outlined in the present document. Maria Lovisi agrees to accept such Out-of-Scope Assignments only upon a separate written agreement with Client regarding additional compensation to be paid to Maria Lovisi and other relevant terms and conditions. Nothing in this Agreement will be deemed to require Maria Lovisi to undertake any act or perform any services which in its good faith judgment would be misleading, false, libelous, unlawful, in breach of a contract, or otherwise prejudicial to Client's or Maria Lovisi's interests.

2. Subcontractors

Client acknowledges that Maria Lovisi may, in the rendition of the Services hereunder, engage third party suppliers and other vendors and subcontractors (**SUBCONTRACTORS**) to provide certain services, if necessary. Maria Lovisi shall supervise such services and endeavor to guard against any loss to Client as the result of the failure of Subcontractors to properly execute their commitments, but Maria Lovisi shall not be responsible for their failure, acts or omissions, except where such failure, acts or omissions are due to Maria Lovisi's negligence or willful misconduct.

3. Client Approval of Materials

Maria Lovisi shall submit to Client for its approval all elements of any materials to be produced or placed hereunder, including, but not limited to, all copy, layouts, slogans, websites artworks, graphic materials, and photography (**MATERIALS**). Submission for prior approval of Materials will not be required to the extent that they are preliminary only.

4. Fees, Payments, and Expenses.

(a) Flat Fee: As compensation for the Services rendered pursuant to this Agreement, Client agrees to pay Maria Lovisi a monthly fee of £750.

(b) Expenses: Client shall reimburse Maria Lovisi for reasonable out-of-pocket travel expenses, including transportation and meals incurred in rendering Maria Lovisi's professional services, as well as all necessary incidental expenses (**EXPENSES**). Incidental expenses include all expenses incurred for Client's account in connection with Maria Lovisi's rendition of services and performance of duties hereunder, including but not limited to copyright or trademark charges, website hosting, and any advertisement buys associated with radio, print, or other media and online sources. Maria Lovisi shall obtain Client's prior written authorization before incurring any individual Expense or cost in excess of £30,00. All Expenses not paid directly by Client shall be paid within thirty (30) days of receipt of Maria Lovisi's invoice.

(c) Taxes: Client shall pay or reimburse for all sales, use, transfer, privilege, tariffs and all other taxes and all duties, whether international, national, state, or local, however designated except income taxes, which are levied or imposed by reason of the performance of the professional services under this Agreement, except income taxes.

5. Trademarks: Maria Lovisi may create or develop trademarks for Client, in the form of taglines, slogans, logos, designs, or product and brand names (**MARKS**). Client shall ultimately be responsible for confirming availability and registering such Marks.

6. Third Party Licenses: Client shall be required to purchase any applicable third party licenses for any third party products that are necessary for Maria Lovisi to design and develop Client marketing websites. These may include, but are not limited to: music, stock images, or any other copyrighted work which Maria Lovisi deems necessary to purchase on behalf of Client. If third party product exceeds £10,00 per product, Maria Lovisi shall obtain Client's prior written consent before incorporating such third party product.

7. Marketing: Client hereby grants Maria Lovisi the right to use the name and service marks of Client in its marketing materials or other oral, electronic, or written promotions, which shall include naming Client as a client of Maria Lovisi and a brief scope of services provided. Client also grants Maria Lovisi the right to display its logo (or other identifying information) and a hyperlink to Maria Lovisi's website on the home page of Client's website. Any use of Maria Lovisi's logos or links on Client's website must be approved in writing by Maria Lovisi.

8. Term and Termination:

(a) Term: This Agreement will commence on the effective date and shall continue for one (1) year.

(b) Termination: Either party wishes to terminate the Agreement, for any reason, and such decision, and respective 48 hours written termination notice to the other party, occurs within ninety (90) days of the Effective Date.

9. Confidentiality: The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. This shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies or financial information. Proprietary or Confidential Information shall not include any information which:

(a) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party;

(b) was previously known to the receiving party or rightly received by the receiving party from a third party;

(c) is independently developed by the receiving party; or

(d) is subject to disclosure under court order or other lawful process.

10. Responsibilities: Maria Lovisi represents and warrants that the Services will be performed in a professional manner.

11. Indemnities:

(a) Client Indemnity: Client shall indemnify, defend, and hold harmless Maria Lovisi for:

(i) the inaccuracy of any information supplied by Client to Maria Lovisi including information concerning Client's products and services;

(ii) the use of any materials or data provided or created by Maria Lovisi and changed by Client or used in a manner different from that agreed by the parties.

(b) Maria Lovisi Indemnity: Maria Lovisi shall indemnify, defend, and hold harmless Client, the Client Affiliates, and their respective employees, members, managers, officers, directors, shareholders, and agents from and against anything that involves slander, defamation, copyright infringement, right of publicity and/or invasion of right of privacy.

12. Governing Law, Jurisdiction, and Venue: The agreement constituted by the heads of terms shall be governed by the laws and the courts of England and Wales and the courts of England and Wales shall have exclusive jurisdiction for all matters arising under it.

13. No Third Party Beneficiaries: This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

14. Force Majeure: Neither Client nor Maria Lovisi shall be liable to the other for any failure, inability, or delay in performing.

15. Entire Agreement:

This Agreement constitutes the entire agreement between Maria Lovisi and Client relating to the subject matter hereof and supersedes any prior agreement or understandings between them. This Agreement may not be modified or amended unless such modification or amendment is agreed to by both Maria Lovisi and Client in writing.

The Parties have signed this heads of terms on the date below:

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