



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- a) “Advertiser” and or “Client” means any person, firm or company who acting as Principal gives an Order.
- b) “Advertising Agency” means any person, firm, company or outdoor specialist recognised as an Advertising Agency by the Contractor.
- c) “Agreement” means a legally binding agreement between the Parties consisting of the Order Form, Terms and Conditions and Insertion Order and any other terms agreed in writing between the Parties from time to time.
- d) “Advertisement Copy” or “Advertising Content” means any advertising copy and/or materials that are accepted by the Company for displaying in or on the HyperGram device unit.
- e) “Insertion Order” means the documents headed “Insertion Order” and “Advertising Contract” which shall be sent to the Principal by the Contractor at the address referred to in Clause 11 detailed below.
- f) “Contractor” means DM GROUP HOLDINGS LTD, whose registered office is 17 King Edwards Road, Ruislip, London, HA4 7AE, United Kingdom, and its successors in title.
- g) “Due Date” means 5 days after the Insertion Order date.
- h) “Fee” means the amount specified in the Insertion Order.
- i) “Start Date” means the date from which the specified Advertisement Copy will be displayed.
- j) “Order / Order Form” means an order submitted by the Principal to the Contractor for the display of Advertisement Copy (which is subject always to the Terms and Conditions).
- k) “Parties” means the Contractor and Principal.
- l) “Posting Period / Concept Deadline” means the period specified in the Insertion Order within which the Contractor will post advertisement copy.
- m) “Principal” means any Advertiser or Advertising Agency and shall include their successors in title and assigns who gives an Order as the Principal to the Contractor and as such is liable for payment of display of Advertisement Copy.
- n) “Terms and Conditions” means the terms and conditions set out in this document.
- o) “HyperGram” means the technology used in the advertising agreement.
- p) “Local representative” means any company or individual appointed within the legal jurisdiction of the “Principal”.
- q) “Viral video or Post event video” video produced by DM GROUP HOLDINGS of event interactions and location for DM GROUP HOLDINGS and or client.
- r) “Working Day” means any day from Monday to Friday inclusive except any local public holidays.

s) “Local” means the country/region in which the HyperGram device unit is placed for the purposes of the advertising.

t) “Event” means the project in terms of the location and installation location.

u) “Venue” means the location and or locations that the activity will take place in.

v) “Views” means the views that our server receives as view requests.

2. ACCEPTANCE OF TERMS AND CONDITIONS

a) The Principal shall be ultimately responsible for the payment of Fees and shall be deemed to have full authority in all matters connected with the placing of the Order and the approval or amendment of Advertising/experience Copy. A media agency or specialist media buyer shall be regarded for all purposes as the Principal unless such person, firm or company is accepted in writing as an agent for another party acting as Principal by the Contractor. For the avoidance of doubt, every Order accepted by the Contractor will be for a specified Advertiser and any change to the Advertiser must be agreed in writing by the Contractor.

b) The Terms and Conditions together with any additional terms set out in the Order Form and / or Insertion Order will be legally binding on the Contractor and the Principal in respect of each Order submitted by the Principal one (1) Working Day after the date of the Insertion Order unless:

- I. the Principal notifies the Contractor of an objection to the Insertion Order within such period; or
- II. a shorter timescale is agreed in writing between the Parties.

c) For the avoidance of doubt, failure by the Principal to return a signed Order Form and / or Insertion Order to the Contractor will not prejudice the terms of the Agreement. Any performance by the Contractor will be deemed to be on these terms and conditions.

d) Any Orders accepted shall only be used for displaying the Advertisement Copy specified in the Order Form and / or Insertion Order.

3. SUPPLY OF MATERIAL

a) All Advertisement Copy (subject to any other terms in the Insertion Order) is to be delivered carriage paid and shall be supplied to the Contractor at the place(s) and within the time specified in the Insertion Order. All Advertisement Copy shall be produced and supplied to the Contractor in accordance with the Production Specifications.

b) In the event that the Parties agree that the Contractor will undertake production of Advertisement Copy, then the Principal shall adhere to the Production Specifications and provide all detail necessary to allow such production to take place within the necessary timeframe.

c) The Contractor shall be supplied with Advertisement Copy in accordance with the Production Specifications so as to enable the Contractor to maintain the display in good condition.

d) Should the Principal fail to deliver Advertisement Copy in accordance with this Clause 4 the Contractor is not obliged to display the undelivered Advertisement Copy but the Principal shall, nonetheless, be liable to pay the corresponding Fees. The Contractor will use reasonable endeavours to display the undelivered Advertising Copy but without any commitment to meet the Start Date.

e) A part delivery of the Advertisement Copy or a delivery not meeting the Production Specification, or the provisions of this Clause 4 shall be deemed to be no delivery for the purposes of this Clause.



f) Delivery of Advertisement Copy shall not be deemed to have been made until the relevant posting instructions have been given to and received by the Contractor.

g) Principal agrees and understands that all the content must be screened by the venue and this process can take up to 10 working days.

h) Any materials that are not delivered or created within the Insertion Order detailed copy deadline date shall forfeit the expired time from the client's airtime package detailed on the Insertion Order.

i) If content creation/delivery is delayed due to varying reasons; including late asset delivery and/or client approvals, then the Contractor will ensure content goes live as soon as possible, airing it from the soonest moment possible. Any lost airtime will be made up for with additional exposure in the remaining day/s of the campaign.

4. ACCEPTANCE OF CONTENT

a) The Advertiser shall vet all Content and ensure that it does not breach any third-party rights. For the avoidance of doubt, the Contractor has no obligation to carry out such vetting.

b) The Contractor retains the right, without incurring any liability to the Advertiser, to add to, delete, change, amend or decline to place the Content or any part of it or to restrict or decline any repeat thereof if it considers the Content unsuitable.

c) The Advertiser shall be responsible for any design, production, and any other costs, fees and expenses relating to the Content that are not specifically referred to in the Insertion Order.

5. INVOICING AND CHARGES

a) Invoices will be issued following receipt of the Order Form unless otherwise stated in the Insertion Order.

b) Payment of Fees is due by the Due Date contingent on the Contractor's credit department review. If Fees are not paid by the Due Date the Contractor may, without prejudice to any other remedy it may have and without prejudice to Principal's obligation to pay the Fees, refuse to display any Advertisement Copy or withdraw currently displayed Advertisement Copy.

c) Invoices shall be sent to the Principal for payment by the Principal by email. Where the Contractor has been notified by the Principal in writing that an agent has been appointed by the Principal and the Contractor has agreed in writing, copy invoices will be sent to the Principal.

agent and shall clearly identify the Principal for whom the agent is acting. Appointment of an agent will not affect the Principal's obligation to pay Fees on the Due Date.

d) In the event of failure to comply with any of the provisions of this Clause 5 the Contractor reserves the right to require any other Order to be dealt with in accordance with revised payment terms.

e) The advertiser and or principal agrees that in the event of failure to comply with the payment details on the Insertion Order or the provisions of this Clause 5 or any of the terms in this document, may result in the appointment of a local representative to collect the monies outstanding, the debt in title will be transferred to the local representative for collection in the enforceable jurisdiction that the client has assets without geographical limits or time.

f) In respect of any Fees not received by the Contractor by the Due Date the Principal will be liable to pay to the Contractor interest at a rate of 4% above the published base rate for Barclays UK plc from time to time.



g) Payments are to be received as per the cost written in the Insertion Order in (£) pounds sterling unless indicated on the Insertion Order.

h) The Contractor accepts no charges in relation to delivering the payment howsoever incurred. It is the responsibility of the Principal to ensure the (£) sterling is received in full and exclusive of all taxes and charges.

i) The Contractor accepts bank transfer payments of invoices, the details will be provided on the invoice.

6. WARRANTIES, LIABILITY AND INDEMNITY

a) It is the client's responsibility to gain all local approval for any of the content aired on the screen and or screens, unless indicated on the Insertion Order. The Contractor can assist with this by way of introduction to a local agency to secure this approval; charges will apply locally for this service.

b) The Principal warrants and undertakes that:

I. all Advertisement Copy will comply with all statutory and legal requirements and regulations from time to time in force including the British Code of Advertising Sales Promotion and Direct Marketing (edition 11) (or such replacement or supplementary code as issued from time to time).

II. they will be responsible for obtaining and paying for all necessary licenses and consents for the posting and/or displaying and/or reproduction of any Advertisement Copy or copyright material contained in or the appearance of any person in his Advertisement Copy;

III. no Advertisement Copy will breach the copyright or other intellectual property rights or be defamatory of any third party.

c) The Principal will indemnify and keep the Contractor (in respect of itself and its employees, director, subcontractor and agents) indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liability (including legal fees) incurred and arising from any breach of the above warranties or in any manner whatsoever.

d) The Contractor shall have the right to refuse to display or to continue to display any Advertisement Copy which in the Contractor's opinion may not comply in all respects with the Principal's warranties and undertakings detailed in Clause 6(b) above. In such event the Contractor shall not be liable to the Principal for any damage loss or expense whatsoever and in addition to any remedy and/or damages and/or loss that may be claimed by the Contractor against the Principal, the Fees corresponding to display of such Advertisement Copy will be due in full notwithstanding that the Advertisement Copy has not been displayed.

e) The Contractor reserves the right not to display Advertisement Copy or to remove a display of Advertisement Copy at any time if in its absolute discretion, the Contractor believes the Principal and the Advertising Copy is not in compliance with the warranties in Clause 6(b) above. In such event the Contractor shall not be liable to the Principal for any damage loss expense whatsoever.

f) The due performance of any Order is subject to suspension variation or cancellation by the Company owing to Acts of God, strikes, lockouts, inclement weather, legal restrictions, or any other reason beyond the Company's control.

g) In the course of production or execution the contractor may introduce the client to its suppliers, the client and any of its agents agrees not to procure the services with these suppliers for a term of 24 months without written permission from the contractor.

h) Intellectual property, working files and production methods:

- I. Unless otherwise agreed in writing by the Contractor, all working files, editable files, source files, project files, raw assets, 3D models, scene files, animation files, production files, development materials, concepts, pre-production materials, internal toolkits, templates, proprietary processes and any other underlying materials created or developed by the Contractor in connection with the Services (“Working Assets”) shall remain the sole and exclusive property of the Contractor.
- II. For the avoidance of doubt, the Principal is purchasing the final approved deliverables only, including final rendered and/or exported content files (including, but not limited to, .mp4 deliverables) as specified within the Insertion Order or otherwise confirmed in writing by the Contractor. The Contractor shall have no obligation to release, deliver or provide access to any final deliverables, exports or completed content unless and until all applicable Fees, production costs and outstanding sums relating to the Services have been paid in full by the Principal.
- III. The Contractor is under no obligation to provide, release, transfer or assign any Working Assets, editable files, source files, project files or 3D production assets to the Principal unless expressly agreed in writing and subject to additional licensing, release or buyout fees as determined by the Contractor.
- IV. Any release of Working Assets by the Contractor shall not constitute a transfer of ownership or intellectual property rights unless expressly agreed in writing by the Contractor.
- V. The Contractor retains all rights, title and interest in and to its production methodologies, workflows, proprietary techniques, software pipelines, creative systems, automation processes and reusable assets utilised or developed in connection with the Services.
- VI. The Principal acknowledges and agrees that the Contractor may utilise various technologies, software tools, automated systems and production methodologies, including AI-assisted tools and workflows, as part of its internal creative and production processes. The Principal further authorises the Contractor to use, process, adapt and incorporate any materials, assets, references, imagery, video, branding or content supplied by the Principal as reasonably required for the development, production, rendering and delivery of the Services under the Agreement. Such tools, systems and methodologies shall remain confidential and proprietary to the Contractor.

i) In the event of suspension, variation or cancellation for any of the foregoing reasons the Advertiser shall pay the full rate for the Order in question up until the time at which any such suspension, variation or cancellation occurs together with any other monies due and owing by the Advertiser to the Company at that time.

7. TERMINATION

a) Cancellation terms:

65% of total “Insertion Order” value

Any campaigns cancelled less than 30 days before the activity start date are subject to a 100% cancellation fee. Any separate production fees that have been agreed must be paid in full.

If Principal decides to terminate Venue Agreement without any reason, Principal will be liable for any company losses accrued since the agreement was signed, Principal must compensate Contractor in full and this includes agreed production fees with exterior partners.

8. CONSEQUENCES OF TERMINATION

- a) Following termination of the Order the Principal will pay to the Contractor forthwith all outstanding Fees (plus interest, in accordance with Clause 5(f), above).
- b) Any termination of the Order and payment of Fees due shall be without prejudice to any other right of action or remedy which the Contractor may have under the Agreement or at law.

9. DISPLAY OBLIGATIONS

- a) If the Event and or venue is cancelled or postponed, or if the Venue, technology or Date(s) become unavailable, due to events outside the reasonable control of the contractor (including, but not limited to, events of Force Majeure), the contractor shall use all reasonable efforts to reschedule the Event. The contractor shall not be required to refund any monies paid and any outstanding monies will still be due.
- b) The contractor will ensure that any replacement Event and or venue offers a demographic comparable or better than that of the event detailed in the Insertion Order, the approval of the client is not required, and the contractor's decision is final.
- c) The Contractor will only provide photographs of displayed Advertisement Copy at the request of the principal or the principal's agent.
- d) Any post event video can be used social media without geographical limits.
- e) In the event of any down time due to technical failure on the technology, the contractor will use its best endeavours to fix any issue as soon as it is possible. Any lost time during this time will be made up in the form of a pro-rata increase of airtime throughout the activity.
- f) Force Majeure (being events outside the reasonable control of the contractor including, without limitation, closure of venue, terrorist attacks, pandemic, acts or omissions of the site provider, acts of god and governmental or regulatory authority action). The contractor shall not be financially liable for any delay in performance or non-performance of its obligations under the contract to the extent that the delay or non-performance is due to Force Majeure. If the event is delayed the contractor will increase the displayed dates in full at the end of the contracted days. *For avoidance of doubt if the event is delayed by 2.5 days the contractor will provide the site for a rounded up 3 days in the favour of the principal.*
- g) The 'CLIENT' acknowledges and agrees that in the event of the activation being postponed due to COVID19 circumstances; the contractor will simply delay the activity to the soonest convenience the contractor finds most appropriate.
- h) The 'CLIENT' acknowledges and agrees that the airing of audio is at the sole discretion of venue management. The contractor accepts no liability in relation to the airing of audio including, without limitation, a refusal by venue management to air audio content.

10. ORDER OF PRECEDENCE

In the event of any conflict between the Terms and Conditions, the Order Form and the Insertion Order, the provisions of the Insertion Order shall prevail.

11. JURISDICTION AND GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with law of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales, in the case of the advertiser and or principal are outside of the law of England and Wales jurisdiction in terms of enforcement, the advertiser and or principal agrees without geographical limits to the jurisdiction of the appointed representative of the contractor.

12. AGENCY/PARTNERSHIP

The agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

13. SOCIAL PROMOTION

The contractor may promote the experiences detailed in the Insertion Order, the client has permission to promote the experience as well, but the views/impressions will be calculated on a combination of these efforts and achievements.

14. ENTIRE AGREEMENT

The Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings between the Parties relating to that subject matter. Accordingly, all prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied, statutory or otherwise and all representations, statements, negotiations, understandings, and all undertakings either written or oral are superseded by the Agreement (save only in respect of liabilities which have accrued in respect of any such prior agreements which are so superseded) and the parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in these documents.

15. CONFIDENTIALITY

a) Each party will maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information other than as necessary for the performance of its rights and obligations under the Agreement. "Confidential Information" shall mean in relation to the other party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:

- I. is marked as confidential or proprietary;
- II. the receiving party is advised is of a confidential nature; or
- III. due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential.

b) Confidential Information will include the Fees payable under the Agreement.

c) This agreement, along with all correspondence exchanged between Contractor and the Principal, shall remain confidential and shall not be disclosed to any third party without prior written approval. This confidentiality obligation extends to all content and discussions related to the HyperGram campaign.



16. COUNTERPARTS

An agreement will be executed by written confirmation of an Agreement and or the signature of the Insertion Order by the Principal.