

PODCAST TERMS AND CONDITIONS

These Podcast Terms and Conditions are regularly updated. This version was published on 15 January 2025. If your agreement was entered into before that date, please visit [this page](#) for the applicable Podcast Terms and Conditions.

1. Definitions

1.1 For the purposes of this Agreement:

“Advertisement(s)”	means an audio recording which occupies a short break in and around a Podcast(s) containing a promotional message for the purpose of advertising, publicising or promoting an Advertiser’s product, service or brand, including Spot Ad(s), Host Read Ad(s), Sponsorship(s), Branded Episode(s) and PromoPlus;
“Advertiser(s)”	means the person, firm or body corporate booking a Campaign with Global to serve Advertisement(s) into the Podcast(s) via DAX, whether such party is a brand owner, advertising agency or media buyer;
“Advertising Inventory”	means all the available advertising space in and around the Podcast(s) in the Territory;
“Applicable Laws”	means all applicable provisions of any and all statutes, applicable laws, instruments, rules, regulations, administrative codes, orders, from any national, state, or local governmental or non-governmental authority, undertaking or body (whether present or future and in any territory) which has any jurisdiction in respect of the services and obligations by each Party within the Territory;
“Branded Episode”	means an episode of a Podcast which is funded by a single Advertiser;
“Business Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in London;
“Campaign”	means an advertising campaign booked by an Advertiser under which its Advertisements will be served into the Podcast(s);
“Company Marks”	means trademarks, service marks, logos, artwork and any other assets owned or licensed by the Company and/or the Host(s);
“Conditions”	means the conditions of use for the Global Hosting Platform as set out in the schedule (as may be amended from time to time on written notice from Global);

<p>“Confidential Information”</p>	<p>means any information (whether written, oral, or in electronic form) which, due to its nature, would be deemed to be confidential by a reasonable person and/or which is designated as confidential by a Party, including:</p> <ul style="list-style-type: none"> (i) information relating directly or indirectly to such Party’s business and/or affairs, including details of trade secrets, know-how, plans or intentions, strategies, ideas, operations, compliance information, processes, market opportunities, methodologies and/or practices; (ii) information relating to all content, materials and deliverables produced under this Agreement; (iii) information relating directly or indirectly to such Party’s personnel, customers, suppliers or business partners (or potential customers, suppliers or business partners); (iv) works of authorship, products and materials written and prepared by or on behalf of such Party, software, data, diagrams, charts, reports, designs, specifications, developments, inventions and working papers or similar materials of whatever nature and on whatever media; and (v) the provisions of this Agreement.
<p>“Costs”</p>	<p>means any and all scripting fees charged by Global to Advertisers, including those charged in respect of special category advertisements, PromoPlus and/or as otherwise requested;</p>
<p>“Data Controller”</p>	<p>has the meaning set out in the Data Protection Legislation;</p>
<p>“Data Protection Legislation”</p>	<p>means applicable laws relating to the processing of Personal Data in each applicable jurisdiction including the UK Data Protection Legislation and any other applicable data protection and privacy legislation and regulatory requirements in force from time to time;</p>
<p>“Data Processor”</p>	<p>has the meaning given to it in the Data Protection Legislation;</p>
<p>“Force Majeure Event”</p>	<p>means any event, series of events, act or thing beyond a Party’s reasonable control preventing, hindering or delaying it from complying with all or any of its obligations hereunder including: an act of God; fire; flood; storm; lightening; any abnormally inclement weather; any natural disaster; epidemic; pandemic; accident; explosion; war (whether declared or not); hostilities; invasion; riot; civil unrest; rebellion; revolution; insurrection; military or usurped power; nuclear, chemical or biological attacks; terrorism; material threat of act of terrorism; any law or regulatory order; legal restrictions; interruption, breakdown or failure of power supplies, transport, software or machinery; closure or restrictions on any transport system; bursting or overflowing of water tanks, pipes or other apparatus; viruses, worms, Trojan horses or other malicious content that affect the performance of any provision of this Agreement; strike; lockout; industrial action; unforeseen technical failure, death of royalty or other public figure; failure of sub- contractors, suppliers or any labour dispute; any event that otherwise affects the</p>

	programming, delivery and/or display of Podcast(s); interruption of broadcast; loss, for any reason, of the right to use any advertising locations, site, space or structure; malicious damage caused by anyone other than Global or a Group Company; or the threat of any of the aforementioned;
“Global Hosting Platform”	means the platform that will be used to technologically host the Podcast(s), which may be Global’s proprietary technology or a third-party platform;
“Global Marks”	means trademarks, logos, artwork and any other assets owned or licensed by Global and provided and authorised for use by Global hereunder in connection with the Podcast(s);
“Group Company”	means Global Media & Entertainment Limited, Global Entertainment and Talent Group Limited, Global Academy UTC Trust Limited, Global Charities and any entity or association which from time to time is directly or indirectly controlled by, controlling or under common control with any of the aforementioned or in which any of the aforementioned otherwise have an interest, together with the directors and shareholders of such entities;
“Host Read Ad(s)”	means an advertisement or a sponsored message voiced by the Host(s) in the style of the content of the Podcast(s);
“Intellectual Property Rights”	means all intellectual property rights of any sort whatsoever, including patents, utility model rights, database rights, performance rights, copyright, trade marks, trade secrets, service marks, trade, business and domain names, database rights, design rights, topography rights, computer software rights, moral rights, goodwill and the right to sue for passing off, rights in any applications for and renewals and/or extensions of such rights in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which shall subsist anywhere in the world;
“Personal Data”	shall have the meaning set out in the Data Protection Legislation;
“Products”	means the Podcast(s) and all and any related works, products and materials related to the Podcast(s), including name, format, scripts and any sound recordings, broadcasts, films, images, literary, dramatic musical and/or artistic works;
“Prohibited Content”	means any content that (i) is defamatory, pornographic, indecent or obscene; (ii) is in contempt of court; (iii) promotes or encourages illegal activities, hate speech or discrimination against any group or individual; (iv) a reasonable person would consider objectionable or offensive; (v) could damage the reputation of Global, any Group Company or its advertisers; (vi) improperly references or glorifies illegal activities; (vii) breaches any individual’s privacy; (viii) infringes upon the rights of any third

	<p>party, including intellectual property rights; or (ix) contains malware, viruses or other potentially destructive software or security threats;</p> <p>For the purposes of this Agreement, the determination of whether any content constitutes "Prohibited Content" shall be made in accordance with the laws, regulations, and standards applicable in the relevant territory where such content is made available or accessed.</p>
"PromoPlus"	<p>means an audio product that enables Advertiser(s) to extend their Campaign(s) across additional monetised podcast inventory to deliver the Advertiser's message to a wider audience beyond the Podcast. It can be purchased alongside a Host Read Ad or Sponsorship and includes a 30-second Spot Ad where the Host introduces themselves and the Advertiser's brand;</p>
"Spot Ad"	<p>means an advertisement which is not voiced by the Host(s);</p>
"Sponsorship"	<p>means a fixed term arrangement granting an Advertiser advertising rights, including a sponsorship credit and Host Read Ad with category exclusivity, delivered in alignment with the Advertiser's objectives and campaign impression goals;</p>
"UK Data Protection Legislation"	<p>means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as retained in UK law pursuant to the European Union (Withdrawal) Act 2018; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (as amended); and the regulatory requirements of the ICO</p>

- 1.2 References to clauses and schedules are to the clauses and schedules in this Agreement. All schedules to this Agreement shall for all purposes form part of this Agreement.
- 1.3 Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement.
- 1.4 Where the context requires, the singular includes the plural and vice versa.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as being illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Any reference to a directive, regulation, statute, statutory provision, code of conduct or subordinate legislation ("**legislation**") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.
- 1.7 Where matters are to be agreed between the Parties, the Parties shall act reasonably and in good faith in agreeing such matters.
- 1.8 Where approval or consent is required to be in writing, email will suffice unless stated otherwise.
- 1.9 In all instances where a Party's approval or consent is required, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

- 1.10 Words importing persons includes firms, companies and bodies corporate and vice versa.
- 1.11 An obligation on a Party to do something includes an obligation to procure it be done on its behalf.
- 1.12 All terms defined in the Podcast Schedule shall have the same meaning in these Podcast Terms and Conditions and vice versa.

2 Appointment and Agreement

- 2.1 The Company hereby appoints Global as the exclusive distributor and monetisation agent of the Podcast(s) during the Term within the Territory, granting Global exclusive rights to distribute and monetise the Podcast(s) in accordance with the terms of this Agreement.
- 2.2 The Company agrees that it shall not (i) distribute the Podcast(s); nor (ii) sell Advertising Inventory to Advertisers, either itself or via a third party during the Term within the Territory.
- 2.3 The Parties acknowledge and agree that all Advertisements must be enabled via DAX.

3 Global Obligations

- 3.1 Global shall, during each applicable Podcast Term:
 - 3.1.1 if the Global Hosting Platform is Global's proprietary technology rather than a third-party platform, host the Podcast(s) on the Global Hosting Platform;
 - 3.1.2 use its reasonable endeavours to source Advertisers it reasonably believes are suitable for the Podcast(s);
 - 3.1.3 sell Advertising Inventory to Advertisers;
 - 3.1.4 serve Advertisements within the Advertising Inventory via DAX, the placement of which shall be at Global's absolute discretion;
 - 3.1.5 make the Advertising Payments;
 - 3.1.6 obtain the Company's written approval in respect of the Host Read Ad(s) prior to placement in the Podcast(s) Provided That if the Company fails to respond or declines approval within 3 (three) working days from Global's request, Global shall have the right to offer the Campaign(s) to an alternative partner;
 - 3.1.7 not include any advertising or sponsorship from any of the Excluded Categories of Advertisers (if any) save that any inadvertent inclusion thereof shall not constitute a breach of this Agreement provided that Global uses its reasonable endeavors to rectify any such error on a prospective basis having received notice from the Company of such failure;
 - 3.1.8 promote the Podcast(s) in accordance with the Promotional Plan (if any); and
 - 3.1.9 be entitled, at its discretion, to sub-contract or licence its rights to distribute and/or monetise the Podcast(s) in specific territories to third parties provided that such arrangement shall not affect Global's liability to the Company hereunder.

4 Company Obligations

- 4.1 The Company shall, during the Term (or each applicable Podcast Term) as applicable:
 - 4.1.1 procure that the Host(s) present the Podcast(s) in the manner and at the times agreed between the Parties;

- 4.1.2 procure that the Host(s) records the audio for an Advertisement and returns it to Global within five (5) working days of receipt of the brief/script from Global;
- 4.1.3 procure that the Host(s) respond to Global's requests in respect of Host Read Ad(s) within three (3) working days of receipt of the same;
- 4.1.4 ensure all Podcast(s) contain (i) pre-roll and post-roll ad markers; and (ii) additional ad markers after every 10 minutes of audio, or such other ad markers as may be reasonably required by Global;
- 4.1.5 ensure the Products and the Company Marks contain suitable material and do not contain any Prohibited Content;
- 4.1.6 ensure that the Host(s) voice appropriate warnings at the start of Podcasts, such as a notice that the content may not be suitable for younger listeners;
- 4.1.7 ensure that all Advertisements are obviously identifiable as advertising content by using a clear and upfront signal in compliance with the Committee of Advertising Practice (CAP)'s disclosure guidance;
- 4.1.8 ensure the Products and the Company Marks are original and do not infringe the rights of any third party;
- 4.1.9 upload Podcast(s), associated meta data and any applicable Company Marks to the Global Hosting Platform, if applicable;
- 4.1.10 not host or allow Podcast(s) to be hosted elsewhere other than on the Global Hosting Platform(s);
- 4.1.11 ensure Product(s) are free from any program, routine or device which is designed to disable or otherwise interfere with or harm the Global Hosting Platform or Global, including any virus, timebomb, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door;
- 4.1.12 provide Global with the Monthly Updates, on a monthly basis;
- 4.1.13 supply to Global up-to-date demographic, insights, case studies, anonymized user behaviour, listen and download figures upon Global's request and permit Global to use the same, together with any other Company Marks for the purpose of promoting the sale of the Advertising Inventory;
- 4.1.14 promote the Podcast(s) in accordance with the Promotional Plan (if any);
- 4.1.15 if the Global Hosting Platform is Global's proprietary technology rather than a third-party platform, comply with the Conditions set out in Schedule;
- 4.1.16 provide any other services as may be agreed between the Parties from time to time.

5 On Boarding

- 5.1 The Parties shall comply with the following on-boarding process and co-operate with one another in good faith to ensure the completion of it as promptly as reasonably possible:
 - 5.1.1 each Party shall assign a dedicated technical and operational resource including a technical project management team to assist with the full integration of the ad serving protocol;
 - 5.1.2 Global shall execute a kick-off meeting in which Global's team will present expectations and requirements to the Company;

- 5.1.3 the Company shall review the on-boarding documentation and respond with a proposal for completion of work (to include dedicated personnel);
 - 5.1.4 the Parties shall agree a set-up plan, and Global shall demonstrate use of the Global Hosting Platform to the Company;
 - 5.1.5 the Company shall upload and insert ad markers into the audio files within the Global Hosting Platform (if applicable);
 - 5.1.6 once the Podcast(s) is ready within the Global Hosting Platform, Global shall run a pre-live test before going live with Advertisements.
- 5.2 Global is entitled in its absolute discretion to take down any Podcast(s) that it considers is, or might be, in breach of the terms of this Agreement (including the Conditions).

6 Payment

- 6.1 In consideration of the Company complying with its obligations hereunder, Global shall pay to the Company the Advertising Payments.
- 6.2 Global shall provide to the Company, within 15 Business Days following the end of each calendar month of each applicable Podcast Term, a statement (**Statement**) confirming:
- 6.2.1 the total number of paid impressions served under a Campaign; and
 - 6.2.2 total Advertising Payments payable to the Company.
- 6.3 All sums under this Agreement shall be paid together with any value added tax (or equivalent) (**VAT**) as is chargeable thereon, subject to prior receipt of a valid VAT invoice.
- 6.4 If the Advertising Payments are less than £100 (one hundred pounds) in a month, the Advertising Payments for that month (if any) will be rolled over and paid in the next applicable month.

7 Company Restrictions

- 7.1 The Company shall, and shall procure that the Host shall, during the Term:
- 7.1.1 not distribute or allow the Podcast(s) to be distributed anywhere other than on the Global Hosting Platform;
 - 7.1.2 not without Global's prior written consent, undertake directly or indirectly any engagement or activity with and/or for any other business in relation to podcast content creation, scripting, production, presenting or monetisation for any podcast the content of which is the same subject matter as the Podcast(s) (or substantially similar thereto); and
 - 7.1.3 not without Global's prior written consent (such consent not to be unreasonably withheld or delayed) use any logo, trade name or trade mark owned or used by Global or any Group Company, except for basic biographical purposes (in relation to which prior consent is not required).

8 Termination

- 8.1 Subject to clause 8.4 below, either Party may terminate the Term of this Agreement by giving to the other written notice, such notice to take effect ninety (90) days thereafter. Notwithstanding any such termination, each Podcast Term in respect of any individual

Podcast shall continue to run until expiry of the applicable Initial Podcast Term (but without any automatic renewal).

8.2 Either Party may terminate this Agreement with immediate effect at any time by giving written notice to the other Party, if the other Party:

8.2.1 is in breach of a material obligation under this Agreement, which is not capable of remedy;

8.2.2 is in breach of a material obligation under this Agreement which, if capable of remedy, has not been remedied within 14 days after the Party in breach has received written notice from the other Party specifying the breach and the steps required to remedy it;

8.2.3 has a receiver, administrator or an administrative receiver appointed, or an encumbrancer takes possession, over all or part of its undertaking or assets;

8.2.4 passes a special resolution for winding up (other than for the purposes of a bona fide scheme of solvent reorganisation) or a court order is made for its winding up;

8.2.5 makes any voluntary arrangement or composition with its creditors or applies to court for protection from its creditors;

8.2.6 has an administrative order made in relation to it; and/or

8.2.7 ceases, or threatens to cease, to carry on business.

8.3 Subject to clause 8.4 below, if any Campaign booked against the Podcast(s) has commenced but not been delivered in full at the date of termination or expiry, Global shall be entitled to complete the delivery of the Campaign within the following 6 (six) months. If Global elects to complete the delivery of the Campaign (i) the Company shall co-operate with Global to deliver the Campaign in full and continue to comply with its obligations hereunder; and (ii) Global shall continue to pay any Advertising Payments due in accordance with clause 6.

8.4 The termination or expiration of this Agreement shall not affect any provisions that: (a) expressly state that they survive termination or expiration; (b) are required to give effect to their meaning or purpose following termination or expiration; or (c) by their nature, are intended to survive termination or expiration, including provisions relating to confidentiality, intellectual property, indemnities and limitations of liability.

8.5 Following expiry or termination of this Agreement, each Party will promptly return to the other Party all of the Confidential Information of the other Party within its possession, upon the request of the other Party.

9 Intellectual Property Rights

9.1 Each Party agrees and acknowledges that it shall not acquire by operation of this Agreement or otherwise any Intellectual Property Rights belonging to the other Party.

9.2 The Company grants all licences and consents required by Global pursuant to the Copyright, Designs and Patents Act 1988 (CDPA) and all other laws now or in the future enacted in respect of the Products and acknowledges that Global is entitled to perform its obligations hereunder.

9.3 The Company irrevocably and unconditionally confirms that the sums paid to it under this Agreement include equitable remuneration for the right to exploit all performer rights and all rental and lending rights.

- 9.4 The Company unconditionally and irrevocably waives, and shall procure that the Host(s) unconditionally and irrevocably waives, the benefits of any so-called “moral rights” or similar rights (including Sections 77-85 of the CDPA) now or in the future existing in any part of the world which might otherwise apply to any Products and agrees, and shall procure that the Host(s) shall agree, not to assert any such moral rights against Global. This waiver will operate equally in favour of Global, any Group Company of Global, its licensees and its successors in title.
- 9.5 The Company grants, and shall procure that the Host(s) grant, to Global the right to use and reproduce throughout the world and in any and all media:
- 9.5.1 the Host(s)' name and nickname;
 - 9.5.2 the Podcast(s)' name and format;
 - 9.5.3 the Host(s)' biography; and
 - 9.5.4 photographs (or other reproductions) of the Host(s)
- and to authorise others to do the same.
- 9.6 Global may enter the Products for awards and use the Products (and make them available to third parties) for research, archival, historic and similar purposes.
- 9.7 Subject to the terms and conditions of this Agreement, the Company hereby grants to Global a non-exclusive, royalty-free license to use and display the Company Marks alongside Podcast(s) through the Global Hosting Platform and in any and all media in connection with the promotion of the Podcast(s) and sale of the Advertising Inventory.
- 9.8 Subject to the terms and conditions of this Agreement and any brand guidelines provided by Global, Global hereby grants to the Company a limited, non-exclusive, royalty-free and non-transferable licence during each Podcast Term to use and display the Global Marks in connection with the Company's promotion of the Podcast(s).
- 9.9 The Company shall not in any way alter the Global Marks and Global shall not in any way alter the Company Marks.

10 Warranties

- 10.1 Each Party warrants, represents and undertakes to the other that:
- 10.1.1 it has and will continue to have throughout the Term, the full right, title and authority to enter into this Agreement and perform its obligations hereunder; and
 - 10.1.2 it shall comply with all Applicable Laws.
- 10.2 The Company warrants, represents and undertakes that:
- 10.2.1 it owns and/or is entitled to grant the rights to Global in the Products and the Company Marks (including rights in the name and format) as set out in clause 9 of the Agreement and that the exploitation of such rights by Global shall not infringe the rights of any third party;
 - 10.2.2 it has, and will continue to have throughout the Term, a valid and binding agreement with the Host(s) which enables it to grant the rights granted hereunder and to procure the Host(s) compliance with the terms of this Agreement;
 - 10.2.3 any Personal Data shared with Global under this Agreement has been collected, processed and shared in compliance with Data Protection Legislation;

- 10.2.4 the Company Marks and Products shall comply with all Applicable Laws and with the applicable provisions of clause 4;
- 10.2.5 it will not engage in conduct which is, or is likely to be, harmful to Global's goodwill or reputation or that of any Group Company or any advertiser or any sponsor, host, employee, consultant, agent or representative of Global or any Group Company either within the Podcast or otherwise; and
- 10.2.6 it owns or has obtained all consents, licences and similar permissions which may be necessary to enable the Company to use the Global Hosting Platform.

11 Liability

- 11.1 Nothing in this Agreement will exclude or limit or be deemed to exclude or limit liability for:
 - 11.1.1 death or personal injury arising from the negligence of any Party or any person for which that Party is vicariously liable;
 - 11.1.2 fraud or fraudulent misrepresentation;
 - 11.1.3 the indemnities given by the Company in clause 12; or
 - 11.1.4 any other liability the exclusion or limitation of which is prohibited by law.
- 11.2 Global shall use reasonable care and skill to provide access to the Global Hosting Platform and associated services but does not guarantee that the platform or those associated services will be uninterrupted, error-free, or available at all times.
- 11.3 Subject to clause 11.1, and without prejudice to the generality of clause 11.2, Global shall not be liable for any unavailability, inoperability, or malfunction of the Global Hosting Platform and/or associated services where such issues arise due to:
 - 11.3.1 scheduled maintenance (with reasonable notice provided to users);
 - 11.3.2 events outside Global's reasonable control, including but not limited to force majeure events (e.g. natural disasters, strikes or internet outages); or
 - 11.3.3 failures or errors attributable to third-party service providers, software or hardware.
- 11.4 Subject to clause 11.1, Global shall not be liable for any:
 - 11.4.1 loss of profit, loss of anticipated profit, wasted expenditure, loss of business, loss of contract, economic loss, overhead recovery, anticipated savings, loss of data, depletion of goodwill and/or product recall (whether direct or indirect); or
 - 11.4.2 for any special, indirect or consequential loss or damage, or
 - 11.4.3 otherwise for any costs, expenses or other claims for consequential compensation whatsoever (howsoever arising) which arise out of or in connection with this Agreement and/or the Company's use of the Global Hosting Platform.
- 11.5 Subject to clause 11.1, Global's total liability in aggregate to the Company for all claims arising out of or in connection with this Agreement (whether arising in contract, breach of statutory duty, tort (including negligence), misrepresentation, under any indemnity, or otherwise) shall not exceed the total amount of the Advertising Payments payable to the Company in the calendar year in which the first claim arises. This aggregate cap shall apply in respect of all claims, whether made as a single claim or multiple claims, arising in any calendar year.
- 11.6 The provisions of this clause 11 shall survive the termination or expiry (for whatever reason) of this Agreement.

12 Indemnity

- 12.1 In this clause, a reference to Global shall include Group Companies, and the provisions of this clause shall be for the benefit of Global and each such Group Company, and shall be enforceable by each such Group Company, in addition to Global.
- 12.2 The Company shall indemnify Global against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Global arising out of or in connection with:
- 12.2.1 any breach of the warranties contained in clauses 10.1 and 10.2;
- 12.2.2 the Company's breach or negligent performance or non-performance of this Agreement;
- 12.2.3 any claim made against Global in relation to any of the Products and/or the Company's use of the Global Hosting Platform (which shall include any claim for actual or alleged infringement of a third party's intellectual property rights, property rights or privacy rights);
- 12.2.4 any liability or claim arising against Global in connection with illegal distribution of third-party content or unlawful use of the Global Hosting Platform services;
- 12.2.5 any violation by the Company of the Conditions in force from time to time; and
- 12.2.6 any claim that the Company's content on the Global Hosting Platform caused damage to a third party.
- 12.3 This indemnity shall apply whether or not Global has been negligent or at fault.
- 12.4 If any third party makes a claim, or notifies an intention to make a claim, against Global which may reasonably be considered likely to give rise to a liability under this indemnity (a **Claim**), Global shall:
- 12.4.1 as soon as reasonably practicable, give written notice of the Claim to the Company, specifying the nature of the Claim in reasonable detail;
- 12.4.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Company (such consent not to be unreasonably conditioned, withheld or delayed) , provided that Global may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Company, but without obtaining the Company's consent) if Global believes that failure to settle the Claim would be prejudicial to it in any material respect;
- 12.4.3 subject to the Company providing security to Global to Global's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Company may reasonably request to avoid, dispute, compromise or defend the Claim.
- 12.5 If a payment due from the Company under this clause is subject to tax (whether by way of direct assessment or withholding at its source), Global shall be entitled to receive from the Company such amounts as shall ensure that the net receipt, after tax, to Global in respect of the payment is the same as it would have been were the payment not subject to tax.

12.6 Liability under the indemnities provided in this clause 12 are unlimited.

13 **Force Majeure**

13.1 Notwithstanding anything else contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if such delay is caused by a Force Majeure Event provided however that any delay by a sub-contractor of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the sub-contractor concerned.

13.2 Subject to the affected Party of the Force Majeure Event promptly notifying the other Party in writing of the reasons for, and the likely duration of, the delay, the performance of the affected Party's obligations shall be suspended during the period that the said circumstances persist and the affected Party shall be granted an extension of time for performance equal to the period of the delay.

13.3 Save where such delay is caused by the act or omission of the other Party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law):

13.3.1 any costs arising from such delay shall be borne by the Party incurring the same;

13.3.2 either Party may, if such delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other in which event neither Party shall be liable to the other by reason of such termination;

13.3.3 both parties will in any event use reasonable endeavours to avoid or mitigate the impact of any Force Majeure Event and to recommence performance of their obligations under this Agreement as soon as reasonably possible.

14 **Data Protection**

14.1 Each Party shall remain solely responsible for compliance with the respective obligations under Data Protection Legislation. To the extent that in performance of this Agreement, a Party shall process Personal Data (as a Data Processor) on behalf of the other Party (the Data Controller), the parties shall enter into a "Data Processing Addendum".

14.2 The Company acknowledges that Global has no responsibility for any Personal Data contained within podcast content and that the Company remains solely responsible for ensuring compliance with Data Protection Legislation in relation to the collection, processing, and inclusion of any Personal Data in podcast content.

15 **General**

15.1 Neither Party shall make any public announcements with respect to any aspect of this Agreement or its relationship with the other Party without the prior written approval of the other Party.

15.2 This Agreement constitutes the entire agreement between the parties in relation to the subject matter, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the Parties relating to its subject matter. The Parties understand that they have not entered into this Agreement on the basis of any representations, warranties or undertakings that are not expressly included in this Agreement, however, nothing in this Agreement attempts to exclude liability for fraud or fraudulent misrepresentation.

15.3 Global may update the terms of the Schedule (comprising the Conditions) by serving written notice to such effect on the Company, such update to take effect upon the date specified by

Global in such notice. In all other cases, a variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

- 15.4 Failure or delay by either Party in exercising any right or remedy under this Agreement or applicable law shall not constitute a waiver of that right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. Similarly, any single or partial exercise of a right or remedy shall not preclude or restrict the further exercise of that or any other right or remedy.
- 15.5 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction then the legality, validity and enforceability in that jurisdiction of the remaining provisions shall be unaffected and the legality, validity and enforceability in any other jurisdiction of that or any other provision shall be unaffected.
- 15.6 Nothing in this Agreement, and no action taken by the Parties pursuant to it, shall constitute, or be deemed to constitute, a partnership or joint venture between them. No Party has any authority or power to bind, contract in the name of, or to create a liability against, the other Party in any way or for any purpose, except as may be expressly authorised in writing by such other Party from time to time.
- 15.7 Global may assign or sub-contract any of its rights and obligations under this Agreement to any Group Company provided that Global shall remain responsible to the Company (unless otherwise agreed) for the performance of any obligations of such Group Company (including the obligation of Global to pay to the Company the Advertising Payment). Otherwise, save as set out in clause 3.1.9, this Agreement is personal to the parties hereto and neither Party shall assign, or purport to assign, the whole or any part of the benefit of, or any of its rights, under this Agreement, nor sub-contract the performance of any or all of its obligations under this Agreement, in each case without the prior written consent of the other Party.
- 15.8 Each Party shall, subject to the remainder of this clause 15.8, (i) keep all Confidential Information confidential by using the same care over it that it uses for its own similar information, but in no event less than reasonable care; (ii) not, without the prior written consent of the other Party divulge, transmit or otherwise disclose to any person, firm or corporation and Confidential Information; and (iii) only use the Confidential Information for the purpose of exercising its rights and performing its obligations hereunder. This clause 15.8 shall not preclude a Party from disclosing any Confidential Information (i) to a Party's employees who are providing services pursuant to the Agreement or its professional advisers on the basis such persons are notified of the terms of this clause 15.8; or (ii) as may be required by law or regulatory authority.
- 15.9 Any notice given under this Agreement shall be in writing and shall be delivered (i) personally by hand; (ii) sent by pre-paid first-class post (or registered airmail if overseas) or (iii) by email to the other Party at its address set out at the beginning of this Agreement (or another address notified to the other Party in writing). Notices by email shall be sent: in the case of the Global to LegalNotices@Global.com and in the case of the Company to the email indicated in the Podcast Schedule. A notice is deemed to have been received (i) if delivered by hand, at the time of delivery; (ii) if sent by pre-paid first-class post, 48 hours from the date of posting, (iii) if sent by registered airmail, 72 hours from the date of posting; or (iv) if sent by email, at the time of sending. If deemed receipt under this clause 15.9 falls outside 9.00 am to 5.30 pm on a working day, delivery shall instead be deemed to be 9.00 am on the next working day. To prove service, it is sufficient, in the case of post, that the envelope containing the notice was properly addressed and posted by an authorised representative of the relevant Party.
- 15.10 The Parties agree that the provisions of this Agreement are personal to them and are not intended to confer any rights of enforcement on any other party, except that each Group Company shall have the right to enforce them to the extent expressly stated. Save as provided in this clause, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any of its provisions.

15.11 This Agreement and any contractual or non-contractual dispute or matter arising out of it shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction over any claim, action, proceedings or dispute arising out of or in connection with it.

SCHEDULE

CONDITIONS OF USE FOR THE GLOBAL HOSTING PLATFORM

These Conditions may be updated by Global at its discretion by serving written notice on the Company and such amendments such take effect from the date of such notice.

1. Permitted Use

- 1.1 Global grants the Company a revocable, personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the Global Hosting Platform in accordance with these Conditions. The software, source codes, techniques, algorithms, procedures and documentation related to the service are the exclusive property of Global and/or its licensors and therefore may not be used in any way by the Company for purposes other than those set forth in these Conditions.
- 1.2 The Company acknowledges and agrees that it shall not acquire any right or title with respect to the software and acknowledges that its use is non-exclusive and non-assignable and limited to the Term of the Agreement. All rights and licenses granted to the Company shall immediately terminate upon any termination or expiration of the Agreement.
- 1.3 The Company may link to, but not replicate, the content available on the Global Hosting Platform, subject to compliance with these Conditions (as amended from time to time pursuant to clause 15.3 of the Agreement).
- 1.4 Global reserves the right to (i) suspend or terminate the Company's account; (ii) remove the Podcasts; and/or (iii) deny permission to embed, or to block, the Global Hosting Platform widgets from any other platform, at any time, at its absolute discretion, and without notice if it considers that the Company is acting in breach of any of the Agreement and/or these Conditions.

2. Restrictions

- 2.1 The Company must not engage in any activities that:
 - 2.1.1 **Interfere with the Global Hosting Platform's technology or content**
 - (a) reverse engineer, decompile, disassemble, modify or create derivative works based on the Global Hosting Platform or its content;
 - (b) circumvent security measures, copy, store, edit, or otherwise alter the platform or its content without authorisation;
 - (c) use automated tools (e.g. bots, spiders) to access, scrape or index any part of the platform;
 - (d) rent, lease, sublicense or misuse the platform or its features in any unauthorized manner;
 - 2.1.2 **Violate user rights or engage in harmful conduct**
 - (a) harass, defame, abuse, threaten, or otherwise violate the legal rights of others, including privacy or publicity rights;
 - (b) disseminate unlawful, obscene, defamatory, discriminatory, or otherwise harmful or inappropriate content;
 - (c) impersonate others, misappropriate accounts, or conceal one's identity without authorisation;
 - (d) collect or misuse personal information of other users, including bypassing privacy settings;

(e) publish false or misleading information about Global, the platform or its services.

2.1.2 Compromise security or platform integrity

(a) engage in spamming, phishing, fraud, malware distribution, or other disruptive activities;

(b) probe, scan, or breach the security of the platform or its connected networks;

(c) publish or link to content that contains Prohibited Content or promotes violence, hate, pornography, or extreme gore;

(d) endanger lives or promote self-destructive, violent, or harmful behaviour.

2.1.3 Misuse platform content or services

(a) use the platform for unsolicited promotions, advertisements, or third-party endorsements without permission;

(b) publish, reproduce, or disseminate copyrighted material without proper authorisation;

(c) link or embed platform content in third-party spaces without appropriate permissions;

(d) use platform content or services in any manner not explicitly permitted by these Conditions or without prior written consent.