Marketing and Related Services Terms
Part 1 - General Terms

1. Definitions

1.1. Capitalised terms in this document shall have the following meanings:

"**Affiliate**" means any entity which controls, is controlled by, or is under common control with a Party, where "control" means (i) holding at least a majority ownership in the entity; or (ii) having the power to direct or cause the direction of the management or policies of the entity, whether through the ownership of voting securities, by contract or otherwise;

"**Agreement**" means the Order Form, these Terms, and any applicable Policies specified in these Terms;

"**Applicable Laws**" means all laws, regulations, governmental, quasi-governmental or regulatory rules (including, without limitation, Data Protection Laws and Disability Access Laws), guidelines or codes of practice relating to the Services or to acts undertaken (or required to be undertaken) in connection with the Agreement;

"**Charges**" means the charges and fees payable by UBS to Supplier, as set out in the Order Form;

"**Confidential Information**" means any information, data, materials or documents disclosed or provided to by one Party (a "**Disclosing Party**") to the other Party (a "**Receiving Party**"), or which otherwise comes into the Receiving Party's possession by any means, and whether or not marked "Confidential" and which is of a confidential nature. Confidential Information shall in any case include Personal Data and any information relating to a Party's business operations, products, processes, plans and business strategies, know-how, intellectual property rights, market opportunities, suppliers, clients and customers, sales, systems, costs and prices, wage rates, records, finances and personnel;

"**Data Protection Laws**" means any Applicable Laws relating to data protection, banking secrecy, confidentiality, data security, data privacy or similar matters;

"Disability Access Laws" means Applicable Laws that establish requirements for certain products/services to meet certain standards to facilitate access by persons with disabilities, including the European Accessibility Act (Directive (EU) 2019/882 (the **"EAA"**), the Americans with Disabilities Act of 1990 (USA) and any other similar or equivalent Applicable Laws in other jurisdictions, including any accessibility specifications mandated by any such requirements, in each case as may be implemented, amended or updated from time to time;

"**Expenses**" means any expenses incurred by the Supplier in connection with the delivery of the Services which UBS agrees to reimburse, as set out in the Order Form;

"**Force Majeure Event**" means an event which is beyond the reasonable control of Supplier or UBS including an event which falls into one or more of the following categories:

(i) strike, lock out or labor dispute (excluding, in all cases, by any staff or employees of any third party suppliers to Supplier);

(ii) act of God, such as fire, flood and storm;

(iii) war, military action, riot, civil commotion, terrorism; and

(iv) explosion or malicious damage;

provided that cyber incidents or mere shortage of materials, equipment, labor or supplies shall not constitute a Force Majeure Event unless this shortage is caused by events or circumstances which are themselves a Force Majeure Event;

"**IP Rights**"means any intellectual property or proprietary rights, whether registered or unregistered, legal or beneficial, including, without limitation, copyrights, patents, trade secrets, trademarks and database rights;

"**Marks**" means all trademarks, trade names, trade symbols, slogans and other indicia of origin used or capable of being used or adapted in connection with the business of UBS ("**UBS Marks**") or the Supplier ("**Supplier Marks**");

"**Order Form**" means the order form accompanying these Terms, whether transmitted by email or other means, specifying (among other things) the nature of the Services and the Charges;

"**Party**" means either UBS or the Supplier;

"**Personal Data**" means any personal data (as such term is defined in Data Protection Laws) relating to UBS's or its Affiliates' personnel or clients (including prospective clients), or other natural persons who interact with UBS or its Affiliates;

"**Policies**" means any of the UBS policies relating to suppliers, which are available at: https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html;

"**Staff**" means mean any natural persons who provide any part of the Services on Supplier's behalf, including employees, contractors, freelancers or temporary personnel engaged by Supplier, its subcontractors or by any of Supplier's Affiliates;

"**Services**" means means any services to be provided by Supplier under the Agreement, as more particularly described in the Order Form;

"**Term**" means the term of the Agreement, as specified in the Order Form;

"**Terms**" means these Marketing and Related Services Terms, including this Part 1 - General Terms (the "**General Terms**") and Part 2 - Service Category Terms (the "**Service Category Terms**"); and

"**UBS Brand Elements**" means any of UBS's brand or logos.

2. Agreement Structure

2.1. Each Agreement comes into effect on the acceptance of an Order Form and incorporates: (i) the Order Form (and any documents specified therein); (ii) these Terms (including the General Terms under this Part 1, and the applicable Service Category Terms under Part 2, as indicated in the "Service Category" section of the Order Form); and (iii) all applicable Policies. To the extent of any conflict between the components of the Agreement, the Order Form takes precedence, followed by the Terms.

3. Services

3.1. The Supplier shall perform the Services in accordance with the terms of the Agreement and for the benefit of UBS and its Affiliates.

4. Acceptance

4.1. Unless the Order Form expressly states otherwise, the Services shall be deemed as accepted by UBS if they are in accordance with any specifications in the Order Form and if no objections or faults or defects have been notified within fourteen (14) days of receipt.

4.2. If the Services (or part thereof) are not accepted because they contain material faults or defects, UBS shall, without prejudice to any other rights or remedies, be entitled to reclaim any payments already made in respect of those Services.

5. Charges, Expenses, Invoicing and Payment

5.1. UBS shall pay any undisputed Charges within thirty (30) days of receipt of an invoice.

5.2. UBS has the right to suspend payment of any Charges upon written notice to the Supplier in the event of any actual, pending or threatened investigation, claim, proceeding or litigation against UBS or any UBS Affiliate by any third party in connection with the Services.

5.3. UBS shall pay any Expenses set out in the Order Form within 30 days of the Supplier's issuance of the corresponding receipts. All Expenses must be reasonably incurred in connection with the delivery of the Services. UBS shall not be liable for any Expenses that have not been specified in the Order Form or otherwise approved by UBS in advance.

6. Warranties

6.1. The Supplier warrants that:

(i) it has all requisite corporate power and authority to enter into the Agreement;

(ii) it shall perform its obligations under the Agreement in compliance with all Applicable Laws and UBS's reasonable instructions;

(iii) it will provide the Services in a professional, diligent and competent manner, in accordance with industry standards and practices for similar services;

(iv) the Services will be fit for purpose; and

(v) the Services are unencumbered and do not infringe any third-party IP Rights; and

(vi) if the Services use or contain any AI system, Supplier shall comply with the OECD AI Principles, available at https://oecd.ai/en/ai-principles.

7. Term and Termination

7.1. The Agreement shall commence on the Effective Date and expire at the end of Term.

7.2. UBS may, at any time, terminate the Agreement by providing at least 30 days' notice in writing to the Supplier. Any Charges that have been paid in advance by UBS as at the date of termination shall be reimbursed to UBS on a pro-rated basis.

7.3. Each Party shall have the right to terminate the Agreement with immediate effect on written notice, if the other Party:

(i) commits a material breach of the Agreement, provided that if such breach is remediable and the Party in breach has not remedied the breach in all material respects within 14 days of being committed;

(ii) becomes insolvent, or is unable, or is deemed by operation of any principle of law or by statute to be unable to pay its debts;

(iii) violates Applicable Laws.

7.4. Following termination or expiry of the Agreement, the Supplier shall, except as may be required by Applicable Laws or for reasonable backup purposes, irrevocably destroy or return to UBS all Confidential Information of UBS.

7.5. Clause 6 (Warranties), 9 (Confidentiality and Data Protection), 10 (Intellectual Property), 13 (Liability) and 14 (Publicity) shall survive termination or expiry of the Agreement.

8. Force Majeure

8.1. A Party shall not be liable for any delay or non-performance of its obligations under the Agreement to the extent caused by a Force Majeure Event, provided that it: (i) promptly notifies the other Party in writing of the Force Majeure Event and the likely duration of such delay or non-performance and (ii) takes reasonable steps to mitigate the effect of the Force Majeure Event, including minimizing any delay.

9. Confidentiality and Data Protection

9.1. A Receiving Party shall keep confidential the Confidential Information and ensure that it is not disclosed to any third party, except as permitted under this clause 9.

9.2. The obligation under clause 9.1 shall not apply if the Confidential Information:

(i) is or becomes generally available in the public domain except as a result of a breach of the Agreement;

(ii) is lawfully available to the Receiving Party from a third party, or was known to the Receiving Party or in its possession prior to disclosure under the Agreement, in each case free from any confidentiality restrictions;

(iii) is disclosed by the Receiving Party pursuant to an order of a court of competent jurisdiction, or in compliance with any Applicable Laws, provided that the Disclosing Party shall be given as much notice as is practicable, and provided further that the Receiving Party shall not disclose more information than what was required under such law or regulation; or

(iv) is disclosed to a third party with the Disclosing Party's prior written authorization.

9.3. The Receiving Party undertakes and agrees to protect and safeguard the Confidential Information against unauthorized access, use, publication or disclosure.

9.4. The Receiving Party shall inform its and its Affiliates' personnel (including, in the case of Supplier, its Staff and subcontractors) of the Disclosing Party's confidentiality obligations under this Agreement. The Receiving Party shall only disclose Confidential Information to its personnel on a "need-to-know" basis and to the extent necessary to perform its obligations under the Agreement.

9.5. The Receiving Party acknowledges that in the event of an actual or threatened breach of this clause 9, damages may not be sufficient and that the Disclosing Party and its Affiliates shall be entitled to seek an injunction or other equitable remedies.

9.6. To the extent the Supplier processes any Personal Data in connection with the Agreement, it shall comply with Data Protection Laws. The Supplier shall implement appropriate technical and organisation measures to protect any Personal Data of UBS, and shall upon UBS's request, promptly return or delete any Personal Data.

10. Intellectual Property

10.1. UBS is the exclusive owner of the UBS Marks and the associated goodwill. The Supplier shall not use the UBS Marks except to the extent necessary for the performance of the Services, in each instance upon the prior written consent of UBS.

10.2. All work products resulting or created from the Services shall be "works made for hire" or "commissioned works", or the equivalent in the applicable jurisdiction. Unless otherwise specified in the Order Form, UBS shall exclusively own all IP Rights in such work products, and the IP Rights therein shall vest automatically in UBS upon creation. Supplier shall perform any acts reasonably required by UBS to ensure UBS's ownership of the IP Rights in those work products.

10.3. Clause 10.2 above shall not apply to Service Categories 7 (Influencer Services), 6 (Speaker and Artistic Services) and 9 (Photography).

11. UBS Brand Elements

11.1. The Supplier must use the UBS Brand Elements (i) only to the extent required for the performance of the Services, (ii) in the form, manner and format provided by UBS, and (iii) in accordance with UBS's brand design guidelines and any other requirements specified by UBS. All use and goodwill arising from the Supplier's use of the UBS Brand Elements shall inure to the benefit of UBS. The rights granted by UBS to the Supplier in this clause shall terminate at the termination or expiration of this Agreement, unless otherwise agreed.

12. Insurance

12.1. The Supplier shall maintain insurance cover with a reputable insurer of good financial standing. The level of cover must be adequate, taking into account the scope, nature and value of the Services and shall fully cover the Services. The Supplier shall provide evidence of its insurance coverage on request.

13. Liability

13.1. The Parties shall not be liable to each other under or in connection with the Agreement for any loss of income, loss of actual or anticipated profits, loss of contracts, loss of business, or for any indirect or consequential loss or damage of any kind.

13.2. Each Party's total aggregate liability arising out of or in connection with the Agreement shall not exceed one hundred and fifty per cent (150%) of the total Charges.

13.3. The exclusions and limitations of liability in clauses 13.1 and 13.2 shall not apply with respect to:

(i) any breach of Clause 9 (Confidentiality and Data Protection) or the Supplier's warranty in sub-clause 6.1(v);

(ii) fraud or fraudulent misrepresentation;

(iii) personal injury or death; or

(iv) intentional breach or willful misconduct.

14. Publicity

14.1. The Supplier shall not, without the prior written consent of UBS, advertise or publicly announce it is providing or has provided any products or services to UBS or otherwise use the UBS Marks in the Supplier's marketing and/or publicity activities or materials.

15. Governing Law and Jurisdiction

15.1. The Agreement and any obligations relating to its subject matter shall be governed by and construed in accordance with the law of the jurisdiction specified in the Order Form.

15.2. The Parties submit to the exclusive jurisdiction of the courts as specified in the Order Form.

16. Compliance with UBS Policies

16.1. The Supplier shall comply with:

(i) the UBS Anti-Bribery and Corruption, Sanctions, Fraud and Anti-Facilitation of Tax Evasion Policy; and

(ii) the Procurement, Third Party Risk Management and Ethics Policy,

which are both available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html. Further requirements relating to the Policies may be set out in the Service Category Terms or the Order Form.

17. Miscellaneous

17.1. If any provision of the Agreement is determined to be invalid, unlawful, or unenforceable, such provision shall be deemed to be severed from the Agreement and the remaining terms shall continue to be effective.

17.2. The Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, understandings, proposals, representations, and discussions between the Parties, whether verbal or written. There are no understandings, agreements, representations, or warranties, expressed or implied, not expressly specified herein.

17.3. No single or partial exercise of, or failure or delay in exercising, any right or remedy by a Party shall constitute a waiver of any such right or remedy.

17.4. Both Parties declare that they have no intention to form any principal-agent relationship or any partnership. Supplier shall not use any UBS personnel in the provision of Services or Products without UBS's prior written consent.

Part 2 – Service Category Terms

1. MARKETING SERVICES

a) **UBS Corporate Design Guidelines**. All work product produced for UBS by the Supplier must adhere to the UBS Corporate Design Guidelines (the "**Corporate Design Guidelines**"). The Corporate Design Guidelines are available on the UBS website. If any work product does not comply with the Corporate Design Guidelines, UBS may request that the Supplier make the necessary changes or rectifications and, if necessary, reproduce the work product at the Supplier's expense.

b) **Web-related Services**. All web-related materials produced for UBS **by** the Supplier must adhere to the UBS Web Accessibility Guidelines (the "**Web Accessibility Guidelines**"), which are available on the UBS website, and WCAG version 2.2, level AA (available at https://www.w3.org/WAI/WCAG22/quickref/). If any web-related materials produced by the Supplier do no comply with the Web Accessibility Guidelines, UBS may request that the Supplier make the necessary rectifications or changes at its own expense.

c) In addition to the Policy-related obligations under clause 16 of the General Terms, Supplier shall comply with the Responsible Supply Chain Management Policy, available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html.

2. CORPORATE COMMUNICATIONS (PUBLIC RELATIONS SERVICES)

a) **UBS Corporate Design Guidelines**. All work product produced for UBS by the Supplier must adhere to the UBS Corporate Design Guidelines (the "**Corporate Design Guidelines**"). The Corporate Design Guidelines are available on the UBS website. If any work product does not comply with the Corporate Design Guidelines, UBS may request that the Supplier make the necessary changes or rectifications and, if necessary, reproduce the work product at the Supplier's expense.

b) **Web-related Services**. All web-related materials produced for UBS by the Supplier must adhere to the UBS Web Accessibility Guidelines (the "**Web Accessibility Guidelines**"), which are available on the UBS website, and WCAG version 2.2, level AA (available at https://www.w3.org/WAI/WCAG22/quickref/). If any web-related materials produced by the Supplier do no comply with the Web Accessibility Guidelines, UBS may request that the Supplier make the necessary rectifications or changes at its own expense

c) In addition to the Policy-related obligations under clause 16 of the General Terms, Supplier shall comply with the Responsible Supply Chain Management Policy, available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html.

3. EVENT SERVICES (EVENTS, ROADSHOWS, HOSPITALITY, CONFERENCES, ETC.)

a) **Definitions**. In this clause 3, "**Event**" means each sponsoring event set out in the "Description of Services" section of the Order Form.

b) **Force Majeure / Cancellation**

(i) If a Event must be fully or partly cancelled due to a Force Majeure Event, the Charges shall be pro-rated accordingly, and UBS shall be entitled to a commensurate refund if it had paid Charges in advance.

(ii) If a Event cannot take place due to reasons other than a Force Majeure Event, the applicable Charges must be reimbursed to UBS within 30 days of first request by UBS.

(iii) Supplier shall ensure that its personnel (including any personnel attending any Event) shall at all times act and conduct themselves in accordance with the highest standards of discipline and professional and personal behaviour and shall not do or say anything or authorise anything which is detrimental to the reputation, image or goodwill of the UBS Group or its personnel. UBS shall have the right to terminate the Agreement immediately upon written notice in the event Supplier breaches this clause.

c) In addition to the Policy-related obligations under clause 16 of the General Terms, Supplier shall comply with the Responsible Supply Chain Management Policy, available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html.

4. VENUE SERVICES

Booking

a) The Supplier will provide to UBS the space, facilities (including catering facilities), guest bedrooms and other associated services as set out in the Order Form, at the venue specified therein (the "**Venue**").

b) The conference space described in the Order Form shall only be reassigned, released or otherwise changed with the prior consent of UBS, which consent shall not be unreasonably withheld

c) The Supplier will, without charge to UBS, co-operate with any third parties engaged by UBS in connection with its booking.

d) The Supplier will ensure that the Venue and surrounding areas are tidy and well presented at all times during UBS's use of the Venue and, in particular, that no part of the Venue will be undergoing renovations during the time of UBS's use. The Supplier will inform UBS immediately if there are any potential disturbances, including any planned renovations, construction, regularly scheduled maintenance or fire drills ("**Potential Disturbances**") that will take place in or near areas of the Supplier's premises or the Venue which will be used in any fashion by UBS during the use of the Venue. If any Potential Disturbances may occur, UBS has the right to review the relevant premises and surrounding areas prior to the use of the Venue for any such Potential Disturbances. After such review, UBS may in its sole discretion terminate the Agreement without liability upon written notice to the Supplier, and the Supplier shall refund any amounts paid by UBS under the Agreement. The Supplier will ensure that any Potential Disturbances identified by UBS, or confirmed in writing by UBS as able to continue or take place before or during the use of the Venue, will not impair UBS's use or inconvenience UBS or its guests in any way.

e) The Supplier will provide all such assistance and services that are ancillary to use of the Venue, facilities (including catering facilities) and guest bedrooms (if applicable), even though such assistance and service may not be stated specifically in the Order Form.

f) The Supplier will provide standard services such as the set-up, breakdown and cleaning of function space. Any additional or special requirements specifically identified in advance by the Supplier to UBS will be charged at prevailing rates, which rates shall be provided in advance to UBS. On request

g) The Supplier will not charge UBS any surcharge fee for accessing an outside telephone line or making local telephone calls. There will be no charge for installation of telephone or fax lines, or for any Internet connection, for use in a UBS designated office or registration desk area.

h) The Supplier will not have the right to eject or exclude any of UBS's guests or attendees from the hotel or any Venue.

If any UBS guests or attendees are ejected or excluded in breach of this provision, UBS shall (without cancellation of any portion of the period of use of the Venue) be entitled to receive liquidated damages in the amount of twenty five percent (25%) of the total room revenue obtained by the Supplier from UBS for the duration of the use of the Venue. The parties hereby acknowledge that this is a genuine pre-estimate of loss to UBS' s reputation and is not a penalty.

Reservations of Bedrooms

i) Where the Services relate to the reservation of guest bedrooms, clauses (i) to (xvii) below will apply.

(i) The Supplier will hold the reservation for UBS up to and including 45 days prior to the arrival date of UBS's guests or attendees without UBS commitment (the "**Acceptance Date**"). In the absence of any commitment from UBS on or before the Acceptance Date, the Supplier may release those rooms for resale and/or rebooking to other customers. In the event that UBS confirms the reservation, the Supplier shall individually reserve the whole of the room block on or before fourteen days (14) prior to the arrival date (the "**Cut-off Date**"). After the Cut-Off Date, at UBS's sole option (a) any unreserved room nights will be released, or (b) some or all of the unreserved rooms shall be guaranteed to the UBS master account. The Supplier shall provide updated lists of reservations to UBS at prior agreed time intervals. Rooms booked via the internet shall count towards the UBS room block booking and will not be sold to the UBS guest at a rate less than the agreed contract rate with the Supplier.

(ii) The Supplier agrees to give UBS the right of refusal in respect of any room it deems unsuitable for its staff or guests. If UBS exercises this right, the Supplier will allocate a suitable alternative.

(iii) The Supplier will provide complimentary delivery to UBS's guests' rooms of messages, faxes and similar items.

(iv) The Supplier will provide complimentary self-parking to UBS's guests, if available at the Venue or elsewhere nearby and controlled by the Supplier.

(v) The Supplier will provide complimentary turn-down service, if available.

(vi) The Supplier will provide a baggage storage service, if required by any of UBS's guest. The Supplier will not charge for baggage storage.

(vii) There will be no additional charges for guests to use fitness centre facilities.

(viii) UBS guests will be given complimentary internet access confirmation at the registration desk.

(ix) If UBS requires more guest bedrooms than specified in the Order Form, or requires guest bedrooms within the three days immediately prior or subsequent to the event, the Supplier will provide those additional rooms, to the extent rooms are available, at the same room rate identified in the Order Form. These rooms will count towards the total room block booking and will qualify for the benefits stated in clauses (ii) to (xiii) above.

(x) The room rate charged to UBS shall not be higher than (1) any rate published by the Supplier for the Venue, or (2) a prior UBS negotiated rate, if any, during the same days of the use of the Venue.

(xi) The Supplier agrees to provide recycling bins at the Venue and depose of the recycled materials responsibly and in an ecologically friendly way wherever possible post the UBS use of the Venue.

(xii) The Supplier agrees to ensure that mainly regional and sustainable food and only sustainable seafood is used in the catering provided throughout the conference, meeting or other events held at the Venue.

j) UBS attaches great importance to human rights, labour rights, environmental standards, sanctions and anti-corruption principles. Supplier acknowledges that it has read the Responsible Supply Chain Management Policy, available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html.

5. SPONSORSHIP SERVICES

a) **Exclusivity**. Unless the Order Form expressly indicates otherwise, the Supplier agrees to grant UBS industry exclusivity in the category of financial services including banks and insurances, but excluding credit cards, meaning the Supplier will not enter a sponsoring or similar arrangement with any other bank or insurance provider globally during the term of the Agreement. Nothing shall preclude the Supplier from appearing in the news, information or entertainment portion of any program or event, regardless of sponsorship.

b) UBS Corporate Design Guidelines. All work product produced for UBS by the Supplier must adhere to the UBS Corporate Design Guidelines (the "Corporate Design Guidelines"). The Corporate Design Guidelines are available on the UBS website. If any work product does not comply with the Corporate Design Guidelines, UBS may request that the Supplier make the necessary changes or rectifications and, if necessary, reproduce the work product at the Supplier's expense.

c) Supplier grants UBS and its Affiliates the right to use the Supplier Marks to the extent reasonably necessary to receive the full benefit of the Services, including the right to use the Supplier Marks in UBS's marketing materials and communications with third parties.

d) In addition to the Policy-related obligations under clause 16 of the General Terms, Supplier shall comply with the Responsible Supply Chain Management Policy, available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html.

6. SPEAKER AND ARTISTIC SERVICES

a) The Supplier/Speaker/Artist will as applicable, unless otherwise agreed in writing:

(i) provide a photo and a short paragraph setting out the biography of the Supplier/Speaker/Artist and any other information requested by UBS at least 30 days before the engagement event (the "**Event**");

(ii) provide the finalized slide deck to be used during the Event at least 7 days before the Event, which UBS has the right to distribute to guests at the Event;

(iii) be present at the venue at least 60 minutes before the Event;

(iv) provide for a Question & Answer session immediately following presentation;

(v) be available for at least 60 minutes following the Event for interaction with guests. Interaction with guests at the Event must be in the presence of a client adviser from UBS.

b) If requested by UBS, the Supplier/Speaker/Artist will return a signed copy of a UBS-standard release and consent form. A copy of this form is available on request.

c) The Supplier/Speaker/Artist grants UBS, for the purpose of promoting the Event in any media (including, without limitation, online and through UBS social media channels), a non-exclusive, non-transferable and royalty-free licence to use the Supplier's/Speaker's/Artist's name, likeness, photograph, biographical data and mark(s) (if any) and any other of the Supplier's/Speaker's/Artist's IP Rights as required for the provision of the Services to the standard required by UBS, but only for purposes within the scope of this Agreement. The Speaker/Artist undertakes to, and/or the Supplier shall procure that the Speaker/Artist shall, comply with the terms of this Agreement.

d) Should the Supplier/Speaker/Artist endure unfavourable publicity of a substantive nature which, in the reasonable opinion of UBS, diminishes the ability of UBS to use the Supplier/Speaker/Artist for the Event or if the Event has the

potential to damage UBS's reputation, UBS may terminate the Agreement immediately on written notice. Upon termination under this Clause, UBS will not be liable for any fees or expenses, and any payments made to the Supplier/Speaker/Artist under this Agreement will be refunded to UBS within thirty (30) days of UBS's notice of termination.

e) UBS attaches great importance to human rights, labour rights, environmental standards, sanctions and anti-corruption principles. Supplier acknowledges that it has read the Responsible Supply Chain Management Policy, available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html.

7. INFLUENCER SERVICES

a) **Exclusivity**. Unless the Order Form expressly indicates that the Agreement is not an exclusive engagement, during the term of the Agreement and for sixty (60) days thereafter, the Supplier/Influencer shall not promote or endorse any UBS Competitor or render the same or similar services to any UBS Competitor. For the purposes of this Agreement, a "**UBS Competitor**" shall mean any firm, company, or organization (other than UBS) that primarily earns its revenues from the provision of wealth management, investment banking and securities, asset management, credit cards and/or insurance products or financial services.

b) **Influencer-Specific Obligations**. The Supplier/Influencer shall ensure that, during the term of the Agreement:

(i) all posts to be created by the Supplier must be reviewed and approved by UBS prior to posting in accordance with the review and approval process set forth below. Thereafter, no changes to the approved post(s) shall be made by the Supplier;

(ii) all of the Supplier's/Influencer's posts and comments on the Supplier's various social media channels (the "**Social Media Channels**") shall be in good taste and be free of any content which may be offensive, suggestive, obscene, defamatory, degrading, derogatory, subversive or undesirable, or which may otherwise cause offence or embarrassment to UBS; and

(iii) all content created, posted, reposted, shared, linked, displayed or otherwise published on the Social Media Channels shall not promote bigotry, racism or discrimination (age, disability, gender, nationality, race, religion or sexual orientation) or any cause or political party or view.

c) **Review and Approval of Posts**.

(i) UBS shall have two (2) business days to review and approve (or provide reasons for rejection) each proposed post created by the Supplier/Influencer prior to posting, such approval not to be unreasonably withheld or delayed. If no approval or reasons for rejection is given by the end of the 2-day period, the relevant post shall be deemed to be rejected and must not be published.

(ii) The Supplier/Influencer agrees to act reasonably in considering, reviewing any suggestions, comments or changes given by UBS (including discussing such suggestions, comments and/or changes with UBS as appropriate) and to adapt and modify the relevant proposed post accordingly. The revised post shall be submitted to UBS for review and approval in accordance with this clause unless such review is waived by UBS.

d) **IP Rights**.

(i) All posts developed by the Supplier/Influencer under this Agreement shall be owned by the Supplier/Influencer. The Supplier/Influencer hereby grants UBS a perpetual, irrevocable, fully paid up, royalty-free, transferable, sub-licensable, worldwide right and license to (x) use the posts for the benefit of the campaign as specified in the Order Form (the "**Campaign**") and (y) use, copy, share, distribute, publish, re-publish and/or reproduce any and all posts, during the term of the Agreement or thereafter, as UBS deems necessary, including, without limitation, in connection with the Campaign, for training purposes, or for portfolio purposes (including use as a historical record or showcase of UBS's past marketing campaigns). For the avoidance of doubt, such use set out herein shall not give the Supplier/Influencer any right to claim additional payment.

(ii) The Supplier/Influencer shall be responsible for obtaining any and all rights, licenses, releases, consents, waivers, and clearances ("**Releases**") necessary to use any text, images (including images of persons), sounds, graphics, music or other property in which any third party IP Rights (collectively, the "**Third Party Material**") within or as part of any and all posts and to grant UBS the rights described herein, and shall indemnify and hold harmless UBS from and against any and all claims, damages, liabilities, losses, costs, and expenses (including, without limitation, legal fees and court costs) arising from, relating to or resulting from any third party claim of infringement of its IP Rights over the Third Party Material and/or the failure of the Supplier/Influencer to obtain the required Releases.

e) **Influencer-Specific Warranties**. The Supplier/Influencer warrants and represents that:

(i) the Supplier/Influencer does not have a criminal record of any kind (particularly in relation to corruption, money laundering, tax evasion or fraud) and is not subject to any outstanding criminal investigation;

(ii) there is no reason for the Supplier to anticipate the possibility of the Supplier/Influencer being the subject of adverse publicity such that UBS, acting reasonably, would no longer wish the continuation of the association between UBS, the Campaign and the Supplier/Influencer;

(iii) the Supplier/Influencer has disclosed all promotions, merchandising, publicity, endorsements or other exploitation for any product or service or any company, individual or entity (in particular, any UBS Competitor) that the Supplier has been, or may prospectively be, in any way associated with (whether directly or indirectly) throughout the period commencing on the date three (3) months prior to the execution of this Agreement and ending on the full performance of the Services;

(iv) the Supplier/Influencer will not do anything which may otherwise adversely affect the effectiveness of the Campaign generally or any other of UBS's advertising, marketing or publicity efforts or activities; and

(v) the Supplier/Influencer has not in the past and shall not during the term of the Agreement been engaged in any act or conduct in such a matter which might, directly or indirectly, bring UBS or the Campaign into disrepute or offend members of the community or public morals, or cause a diminution in the value of UBS's commercial association with the Supplier/Influencer.

f) UBS attaches great importance to human rights, labour rights, environmental standards, sanctions and anti-corruption principles. Supplier acknowledges that it has read the Responsible Supply Chain Management Policy, available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html.

8. AMBASSADOR SERVICES

a) **Exclusivity**. Unless the Order Form expressly indicates that the Agreement is not an exclusive engagement, the Supplier shall be the exclusive "UBS Ambassador" and UBS shall be exclusive financial services partner of the Supplier. Supplier/Ambassador agrees to grant UBS full industry exclusivity in the category of financial services including banks and insurances, but excluding credit cards, meaning Supplier/Ambassador will not partner with any other bank or insurance globally.

b) **UBS Products and Services**. The Supplier/Ambassador's financial manager will work with UBS representatives to determine how best UBS's products and/ or services can fit within the Supplier/Ambassador's current financial plan.

c) The Supplier/Ambassador grants UBS, for the purpose of

promoting the relevant event (the "**Event**") in any media (including, without limitation, online and through UBS social media channels), a non-exclusive, non-transferable and royalty-free license to use the Supplier's name, likeness, photograph, biographical data and mark(s) (if any) and any other of the Supplier's IP Rights as required for the provision of the Services to the standard required by UBS, but only for purposes within the scope of this Agreement.

d) Should the Supplier/Ambassador endure unfavourable publicity of a substantive nature which, in the reasonable opinion of UBS, diminishes the ability of UBS to use the Supplier/Ambassador for the Event or if the Event has the potential to damage UBS's reputation, UBS may terminate the Agreement immediately on written notice. Upon termination under this Clause, UBS will not be liable for any fees or expenses, and any payments made to the Supplier under this Agreement will be refunded to UBS within thirty (30) days of UBS's notice of termination.

e) UBS attaches great importance to human rights, labour rights, environmental standards, sanctions and anti-corruption principles. Supplier acknowledges that it has read the Responsible Supply Chain Management Policy, available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html.

9. PHOTOGRAPHY

a) **Photographer-Specific Obligations**. The Supplier/Photographer shall:

(i) produce photographs in a quality and creativity which can be expected by a professional and well known artist;

(ii) be present at the date(s) and time(s) set out in the Order Form;

(iii) decline a photographer engagement with direct competitors of UBS on the same topic within 3 months from the Effective Date without prior consent from UBS; and

(iv) not do or say anything or authorise anything which is, in the reasonable opinion of UBS, detrimental to the reputation, image or goodwill of or otherwise harm UBS and/or UBS Affiliates and any of their respective employees or directors.

(v) **Grant of Rights**. The Supplier/Photographer shall allow UBS and UBS Affiliates to: (a) photograph and/or record in audio and/or video form, the Supplier's /Photographer's performance or presence; (b) use photos for the production of event materials; and (c) use the Supplier's name, fame, reputation, image, likeness, audio or video recording, in any media now known or to be invented for UBS's and/or UBS Affiliates' internal and external advertising, publicity, commercial or other business purposes.

b) **IP Rights**.

(i) The Supplier/Photographer hereby grants UBS a perpetual, irrevocable, fully paid up, royalty-free, transferable, sub-licensable, worldwide right and license to use, reproduce, adapt, perform, broadcast, distribute, make available and make a derivative work of the materials produced by the Supplier/Photographer (in whole or in part) in any media (print and electronic) now known or to be invented, in all visual formats, synchronized or not with any music or other sounds or motions, as UBS and/or UBS Affiliates consider necessary or desirable.

(ii) **Interview and Image Release and Consent**. If requested by UBS, the Supplier/Speaker will return a signed copy of a UBS-standard release and consent form. A copy of this form is available on request.

c) UBS attaches great importance to human rights, labour rights, environmental standards, sanctions and anti-corruption principles. Supplier acknowledges that it has read the Responsible Supply Chain Management Policy, available at https://www.ubs.com/global/en/our-firm/suppliers/contracting-standards.html.