

BMG Purchase Order Conditions

1. Definitions

The following meanings apply:

(a) "BMG": BMG Rights Management (US) LLC and its US affiliates (as applicable).

(b) "Conditions": the terms and conditions set out in this document as amended from time to time in accordance with clause 2(b).

"Confidential Information" means all information relating to BMG (or its affiliates) which is disclosed or obtained under or in connection with the Contract, whether or not designated as confidential information but which by its nature is confidential or should reasonably be considered as such, including without limitation any information relating to BMG's clients, employees, directors, artists, writers and any other persons or entities relating and/or connected to BMG, but excluding information that is (otherwise than by breach of the Contract) in the public domain, in the lawful possession of the Supplier other than pursuant to disclosure from BMG; and/or subsequently comes into the possession of the Supplier from a third party having the right to disclose the same.

(c) "Contract": the contract for the purchase of the Goods and/or supply of the Services of which these Conditions form a part, including, without limitation, any agreement, statement of work, schedule, or proposal, which shall include reasonably sufficient detail of services, deliverables, fees and costs, timelines, and any additional terms the parties mutually agree to include such as, without limitation, status report frequency, personnel listing, approved subcontractors, or service level agreements.

(d) "Goods": the goods or any part thereof agreed to be purchased as described in the purchase order, or otherwise agreed between BMG and Supplier in writing, and any repaired, replaced or spare parts.

(e) "IPR" means all vested and future rights of copyright, database rights, design rights, trade marks (including all goodwill attaching to those trade marks), patents, rights in inventions, trade names, know-how and any other intellectual, industrial property and exploitation rights anywhere in the world (including without limitation rights in photographs, logos, artwork, literary works, musical works, audio-visual works, name, image and likeness and sound recordings), whether or not registered or registrable (including all registrations and applications for registration of any of the above) and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

(f) "Losses": all losses, costs, claims, demands, actions, proceedings, fines, penalties, awards, liabilities, damages, compensation, settlements, expenses and/or professional costs and/or charges.

(g) "Services": the services and resultant deliverables or any part thereof agreed to be supplied as described on the purchase order or Contract, or otherwise mutually agreed between BMG and Supplier in writing.

(h) "Supplier": the person or persons or firm or company to whom a purchase order is addressed or with whom the Contract is made.

2. Contract

(a) All orders given, and all Contracts made, by BMG are subject to these Conditions. Subject to clause 2(b), no other conditions of contract which the Supplier purports to apply in relation to the Goods or Services will be accepted by BMG, nor will BMG's acceptance or receipt of any confirmation or order, invoice, note or other document or notification whatsoever constitute acceptance of any other terms or conditions.

(b) In the event BMG requests a change or cancels any Goods and/or Services, Supplier will take all necessary, appropriate, and lawful steps to carry out BMG's instructions, and to include mitigation of any avoidable costs, liability or obligation.

(c) To the extent there is a conflict between the terms of a duly executed signed Contract between the Supplier and BMG and these Conditions, these Conditions will prevail to the extent of the conflict in question unless the specific provision of these Conditions are referenced as being amended.

(c) Except as set out in these Conditions, no variation of the Contract will be effective unless it is agreed in writing and signed by the parties or their duly authorized representatives.

3. Price and Payment

(a) The price for the Goods and/or Services will be the price set out in the applicable purchase order, or, if no price is quoted, the price agreed between BMG and Supplier in good faith in writing prior to the commencement of the Services and/or supply of the Goods, and will not be subject to change without the prior written consent of BMG. No extra charges or expenses will be payable by BMG unless agreed with BMG in writing in advance. Third-party costs shall be subject to BMG's prior written approval, and shall not include markup or commission. BMG shall not incur any liability whatsoever, nor shall BMG reimburse Supplier, for any amounts payable to Supplier's in-house or outside legal counsel that Supplier may incur in connection with rendering the Services.

(b) Except where the Contract otherwise provides, the price of the Goods will include secure and proper packing acceptable to BMG, and the cost and delivery to the place specified under clause 4 below.

(c) Unless otherwise agreed in writing, BMG will pay the Supplier within 60 days of the date on which the properly submitted, valid and undisputed invoice (which must include the relevant purchase order number) is received by BMG, as long as the provision of the Goods and/or Services has been performed by the Supplier in accordance with the Contract. Delivery in instalments is only permitted with the prior written consent of BMG, and payment will only be made on delivery to and acceptance by BMG of the whole of the Goods or fulfilment of all of the Services is complete. Notwithstanding any good faith dispute between the parties regarding any particular invoice or statement, Supplier shall continue to render the Services in the same manner as theretofore performed.

(d) No payments made under Contract may be used as evidence of the performance by Supplier of the Services, nor shall any payments be construed as acceptance of unsatisfactory work.

(e) BMG may, at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to BMG against any liability of BMG to the Supplier (including any sums owed to it by the Supplier against sums owed by it to the Supplier).

(f) All prices and amounts payable by BMG under the Contract will be in USD, and will be made by electronic transfer to the bank account nominated by the Supplier from time to time, with any applicable

charges on such payments being at the Supplier's sole cost and expense. All prices and amounts are inclusive of all taxes prescribed by law and payable by BMG , but in the event BMG is required to pay any additional taxes or taxes are not included in the prices or amounts (including, without limitation, VAT), such amounts must be disclosed to BMG in writing prior to execution of the Contract.

(g) Except where Supplier acts as a purchasing agent hereunder, Supplier shall be financially responsible for, and hold harmless BMG from, any sales, use, excise, value-added, services, consumption, and other taxes and duties payable by Supplier on any goods or services used or consumed by Supplier in providing the Services where the tax is imposed on Supplier's acquisition or use of such goods or services and the amount of tax is measured by Supplier's costs in acquiring such goods or services.

(h) If functions or services are to be performed by Supplier for BMG and/or rights are to be granted by Supplier to BMG as part of, or in connection with, the Services and/or at no additional charge or cost to BMG, the parties acknowledge and agree that any such functions, services or rights are *de minimis* in nature and are not the principal or direct objective of the Contract.

4. Delivery and Risk

(a) The Goods will be securely and properly packed by the Supplier and delivered to the address, and on the date, specified on the purchase order or as specified in writing by BMG (which may include email), including any changes to such date/address made by BMG pursuant to clause 9(c)(i), between the hours of 10am and 5.30pm local time on a business day.

(b) Subject to BMG having a reasonable time following delivery to examine the Goods for any defects and then only if BMG accepts such Goods are free of any identifiable defects, risk of damage to or loss or destruction of the Goods will only pass to BMG on delivery to and acceptance by BMG of the Goods in accordance with the Contract.

(c) Ownership of the Goods will pass to BMG upon delivery and acceptance by BMG in accordance with this Contract.

(d) Time for delivery of the Goods and of supply of the Services will be of the essence for the Contract.

5. Alterations

(a) The Supplier will not make any modifications or alterations to or substitutions for the Goods or Services without the prior written consent of BMG. If any modifications, alterations or substitutions are needed to prevent any breach or delay by the Supplier of its obligations under the Contract, any associated costs (including of repeat performance) will be borne by the Supplier.

(b) If BMG refuses its consent under sub-clause (a) above, and the Supplier is unable for any reason to perform the Contract without modifying, altering and/or substituting the Goods/Services ordered by BMG, BMG may terminate the Contract with immediate effect by giving notice in writing to the Supplier.

(c) Where the Contract is terminated under sub-clause (b) above, any deposit will be returned to BMG together with any instalments of the sums already paid and BMG will be entitled to recover from the Supplier any Losses suffered by BMG as a consequence of the Supplier's failure to perform the Contract.

6. Provision of the Goods and Services

(a) The Supplier will ensure that the Goods will: (i) correspond with their description and any applicable specifications provided to BMG in relation to the Contract; (ii) be of first class quality, workmanship and design and fit for any purpose held out by the Supplier or made known to the Supplier by BMG expressly or by implication; (iii) be free from defects in design, material and workmanship and remain so for 12 months after delivery; and (iv) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. The Supplier will pass to BMG the benefit of any manufacturer and other warranties, guarantees and/or service agreements relating to the Goods.

(b) The Supplier will ensure that all Services will be supplied: (i) in accordance with any applicable specifications, descriptions and/or dates provided to, or agreed with, BMG (or if no dates were specified, within a reasonable time taking into account BMG's requirements); (ii) with all reasonable skill, care and diligence and in accordance with good industry practice; and (iii) in accordance with all applicable statutory and regulatory requirements.

(c) Supplier will take all reasonable precautions to safeguard any and all of BMG's property entrusted to Supplier's custody or control, and to guard against any loss to BMG through failure of third parties engaged by Supplier to properly execute their commitments.

(d) To the extent required by BMG, Supplier agrees to provide and to maintain in effect, at Supplier's sole expense, insurance coverage in sufficient occurrence and aggregate amounts, including, without limitation, Professional Liability/Errors and Omissions, Workers' Compensation, Commercial General Liability, and/or Employee Fidelity Bond. Applicable policies shall include BMG, its subsidiaries, directors, officers, employees, agents and affiliates as additional insureds and shall include cross liability coverage for claims that may be brought against the Supplier by such additional insureds. If coverage is written on a claims-made basis, coverage with respect to any and all work shall be maintained for a period of at least two (2) years after the expiration or termination of the Contract. All insurance policies shall be issued by companies licensed to do business in the states where the Services are delivered or the operations are performed and must be rated "A-" "X" or better by A.M. Best. All insurance policies shall include waivers of subrogation against BMG, its subsidiaries, directors, officers, employees, agents and affiliates and shall require at least thirty (30) days written notice to BMG prior to cancellation or non-renewal. All insurance policies shall apply as primary to and non-contributory with any other insurance afforded to BMG, its subsidiaries, directors, officers, employees, agents and affiliates. All insurance policies shall include coverage for defense costs and related expenses. These insurance requirements shall not in any way limit Supplier's indemnity obligations to BMG as set forth elsewhere herein, nor shall they relieve or decrease the liability of Supplier in any way.

(e) Supplier shall use its best efforts to undertake, obtain or perform all of the above services at the most competitive and advantageous rates, terms and conditions available and, from time to time, cooperate with BMG in evaluating the effectiveness of such efforts.

(f) Supplier will, itself or through a third party, obtain all necessary releases, licenses, permits and other authorization to use any and all property or rights belonging to third parties or employees and independent contractors of Supplier, if required for the performance of Services hereunder and if pre-approved in writing by BMG.

(g) Supplier agrees that it will comply with all laws, rules and regulations in the provision of all services, materials and copy supplied to BMG hereunder. In addition, Supplier will comply with all applicable provisions of the Workers' Compensation law and all other federal, state and local laws, rules and regulations which may be applicable to Supplier as an employer. Supplier shall, and shall ensure its approved subcontractors, agents and representatives shall, comply with all applicable federal, state, local and foreign, rules, laws and regulations, as amended from time to time, in the performance of its obligations hereunder.

7. BMG Remedies

(a) If the Supplier delivers any Goods or provides any Services that do not comply with the requirements of this Contract (including any failure to deliver Goods or to perform the Services by the date set out in the applicable purchase order or otherwise agreed between the parties), BMG will, without limiting or affecting (and in addition to) other rights or remedies available to it under the Contract or by law, have one or more of the following rights and remedies: (i) terminate the Contract with immediate effect by giving written notice to the Supplier; (ii) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make; (iii) recover from the Supplier any costs incurred by BMG in obtaining substitute goods and/or services from a third party; (iv) require a refund from the Supplier of sums paid in advance for Services or Goods that the Supplier has not provided or delivered or has failed to provide/deliver in accordance with this Contract; (v) claim damages for any Losses incurred by BMG which are attributable to the Supplier's failure to comply with this Contract; (vi) return any non-compliant deliverables or Goods to the Supplier at the Supplier's own risk and expense; and (vii) require the Supplier to provide repeat performance of the Services at the cost of the Supplier, or to provide a full refund of the price paid for the Services (if paid in advance).

8. Indemnity

Supplier shall defend, indemnify and hold harmless BMG, its parent, subsidiaries and affiliates, and their respective employees, agents, subsidiaries, and affiliates, from and against any and all Losses and liability of any kind arising out of or relating to any claim, suit or proceeding with respect to:

(i) any infringement or alleged infringement of any third party's IPR arising out of or in connection with the manufacture, supply, receipt or use of the Goods, Services and/or any other materials, information, documentation or data provided by the Supplier in accordance with the Contract;

(ii) any breach by the Supplier, in respect of the Goods, of the Occupational Health and Safety Act 1970 (and all other regulatory and statutory requirements for the applicable territory), or any statutory modification or re-enactment thereof or any regulations, orders or directions made thereunder;

(iii) the negligence or wrongful, intentional acts of Supplier, its employees, subcontractors, agents or representatives;

(iv) breaches of any procedures, promises, covenants, warranties or representations set forth in the Contract;

(v) alleged or actual violations by Supplier, its employees, subcontractors, agents or representatives of any governmental law, rule, ordinance, resolution, requirement, mandate, or regulation; and/or

(vi) fraud committed on the part of Supplier, its employees, subcontractors, agents or representatives.

9. Termination of the Contract

(a) BMG will be entitled to terminate the Contract by giving 5 business days' notice to the Supplier at any time without cause. If the Supplier is not in material breach of the Contract, BMG will pay the Supplier a fair and reasonable sum for any work in progress on the Goods at, and Services provided up to, the date of termination, but such compensation will not include loss of anticipated profits or any consequential loss.

(b) BMG may by notice to the Supplier terminate the Contract with immediate effect if the Supplier: (i) commits a material breach of any term of the Contract and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so; or (ii) not being a body corporate, becomes bankrupt, compounds or makes any arrangement with his creditors, or commits any act of bankruptcy; or (iii) being a body corporate, goes into liquidation, whether compulsory or voluntary (except for the purpose of solvent re-construction or amalgamation), or has a receiver appointed over its undertaking or assets or any part thereof.

(c) On termination of the Contract, the Supplier will immediately cease work under the Contract and, at BMG's sole discretion, will:

(i) either: (A) deliver the Goods and deliverables (whether or not then complete) to a location of BMG's choice, as notified to the Supplier by BMG in writing (which may be different to the original address specified under clause 4); or (B) destroy such deliverables/Goods and provide a certificate of destruction to BMG;

(ii) return or otherwise dispose of (as directed by BMG) any and all data, materials and property belonging or relating to BMG, including, but not limited to, BMG's Confidential Information, and all copies of the same then in its possession, custody or control; and

(iii) cooperate with BMG to transition Services.

(d) Termination of the Contract will not affect the parties' rights and remedies that have accrued as at termination.

(e) Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract will remain in full force and effect.

10. Intellectual Property Rights

(a) Each party will retain ownership of any IPR owned by it or its licensors prior to the date of the Contract or which have been developed independently of the Contract without reference to the IPR of the other party ("Background IPR").

(b) The Supplier grants to BMG a non-exclusive, perpetual, irrevocable, royalty-free licence to use the Supplier Background IPR to facilitate and/or enable full use of the Goods, deliverables or other materials created as a result of the provision of the Services and, for this purpose, to sub-license such Supplier Background IPR to third parties, and the Supplier will be responsible for all costs arising from this clause 10(b).

(c) All IPR subsisting in anything developed or created by the Supplier (or on behalf of the Supplier, including by any sub-contractor) for BMG under the Contract, including in the Goods and any

deliverables or other materials created as a result of the provision of the Services together with all reproductions derived therefrom and the performances embodied thereon, will from the inception thereof vest in BMG upon their creation and all such IPR (the "Developed IPR") be the property of BMG in perpetuity, free from any claims whatsoever by Supplier (including without limitation, sub-contractors and any person/entity deriving rights or interests from or through Supplier), including, without limitation any and all copyrights therein and thereto. Supplier acknowledges that all Developed IPR is specifically commissioned by BMG and that all results and proceeds of Supplier's Services hereunder are hereby deemed "works made for hire" (as defined in 17 U.S.C. Section 101) for BMG. If any such results or proceeds of Supplier's Services or any Developed IPR are determined not to be a "work made for hire," the Supplier hereby irrevocably assigns (or will procure the assignment of) to BMG with full title guarantee, including by present assignment of future rights (including extensions of copyright), all right, title and interest in the Developed IPR, including without limitation the right to exploit the Developed IPR for the lifetime of the Developed IPR throughout the world. The Supplier undertakes (and will procure that any sub-contractors will undertake), to the extent necessary, to execute all such documents and perform all such acts as may be required by BMG to perfect the assignment to BMG of all IPR as provided for in this clause 10(c).

(d) The Supplier hereby irrevocably and unconditionally waives any and all moral and like rights (including, *droit morale*) that Supplier has in any of the Developed IPR, Goods, deliverables and any other materials which are created by or on behalf the Supplier as a result of the performance of the Contract and Supplier hereby agrees not to make any claim against BMG, or any person/entity authorized by BMG to exploit the same, based on such moral or like rights. Supplier will obtain waivers of all moral rights that any third party (including without limitation, sub-contractors and any person/entity deriving rights or interests from or through Supplier) has in any of the Developed IPR, Goods, deliverables and any other materials which are created by or on behalf the Supplier and Supplier will, deliver to BMG such documents as BMG may reasonably request in order to vest in BMG all of the rights granted to BMG in the Contract.

(e) The Supplier warrants that the Developed IPR and the Supplier Background IPR:

(i) and the use of them by BMG, will not infringe the IPR of any third party;

(ii) will either be the Supplier's original work not copied wholly or substantially from any other third party source, or will be validly licensed (or in the case of the Developed IPR validly assigned) to the Supplier for all purposes necessary under the Contract at the Supplier's own cost;

(iii) will not contain any material or content which is offensive, obscene, defamatory or otherwise unlawful or legally restricted; and

(iv) will not, to the best of the Supplier's knowledge, be the subject of any litigious or other claims or proceedings, and the Supplier will inform BMG immediately if the Supplier becomes aware of any such claims or proceedings.

(f) Neither party will use or reproduce any names, trademarks, branding or logos owned by the other party for the purposes of advertising or promotional materials without the other party's prior written consent.

11. Data Protection

(a) Both parties will comply with all applicable requirements of applicable data protection and privacy legislation (including binding guidance and codes of practice issued by a party's relevant data protection authority) in force from time to time which apply to a party relating to its use of personal data in connection with the Contract and the performance of its obligations under the Contract.

(b) The parties acknowledge that neither party intends to carry out processing of personal data on behalf of the other party under the Contract. To the extent that either party will process personal data on behalf of the other party in connection with the Contract, the parties will enter into a separate data processing or related agreement in respect of any such processing.

(c) BMG will process personal data relating to Supplier and/or Supplier's personnel (as applicable) in accordance with its privacy statement, which may be updated from time to time, available at <https://www.bmg.com/de/privacy-statements.>]

(d) Supplier's personnel maybe self-employed but Supplier must be responsible for all of its personnel's services/obligations to provide the Services under this Contract (and not BMG).

12 Confidentiality

(a) The Supplier undertakes to keep BMG's Confidential Information confidential. Unless agreed otherwise in advance in writing by BMG, the Supplier will not use or disclose BMG's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract, or as required by law. This clause 12(a) will survive expiry or termination of the Contract.

13. Tax Compliance

(a) The Supplier warrants on an ongoing basis, and will ensure, that, for the duration of the Contract, Supplier complies with all local tax and employment regulations.

(b) Supplier will at all times during and after the term of this Contract indemnify and keep indemnified BMG against (i) all Losses arising out of or in connection with any breach by the Supplier of clause 13(a), and (ii) all Losses in relation to any worker related claims, and any income tax, insurance and/or social security contributions related liabilities.

14. Audit and Examination

Supplier will maintain complete and accurate accounting records in connection with Services performed and Goods provided hereunder, in accordance with generally accepted accounting principles. Upon reasonable advance written notice by BMG, Supplier shall provide to BMG and/or BMG's auditors (individually and collectively, the "BMG Auditors"), reasonable access at a mutually agreed upon time during normal business hours to Supplier's and as applicable, its subcontractors' and/or agents' (who perform any material portion of the Services), files and records pertaining to BMG, for the purpose of determining, as applicable, among other things, compliance with the Contract. BMG auditors shall be permitted to examine such files and records and make extracts therefrom. If any audit by an BMG Auditor results in Supplier being notified that it or its agents or subcontractors are not in compliance with such requirements, Supplier shall at its sole expense take all necessary actions to comply, and shall cause each of its subcontractors or agents to take all necessary actions to comply at its or their expense. If any audit reveals that BMG has overpaid any amounts, as mutually agreed by the parties, Supplier

shall remit to BMG such amounts due, and any interest (at the highest percentage permitted by applicable law) with respect thereto, within ten (10) days of an invoice submitted by BMG to Supplier. In addition, if any audit reveals that BMG has overpaid any amounts by five percent (5%) or more on any invoice, Supplier shall, within ten (10) days of receipt of invoice from BMG to Supplier, reimburse BMG for all reasonable fees and expenses incurred to detect and rectify such overpayment. In connection with its obligations under this audit section, Supplier shall reasonably cooperate and provide to BMG Auditors, in a timely manner, all such assistance as they may reasonably require in connection with any audit or examination. All of the foregoing and other requested information supplied by Supplier to BMG will be provided in such form and substance as BMG shall reasonably designate.

15. Compliance; Conflicts of Interest

(a) Supplier warrants and represents that it will, and will procure that any and all persons engaged by it will, comply with any and all applicable laws, statutes, regulations, policies, procedures, guidelines, codes and/or other standard requirements (including, but not limited to, any anti-bribery, anti-corruption, anti-slavery, anti-trafficking and/or other ethical policies and any policies that BMG may notify to you and update from time to time) including, but not limited to, the Bertelsmann Supplier Code of Conduct, which is available at:

<https://www.bertelsmann.com/company/essentials/compliance/business-partners>,

it being acknowledged and agreed that, for the purpose of the incorporation of such code by reference, each reference in such code to "Bertelsmann", "we", "us" or "our" shall, unless the context otherwise requires, be deemed to include an additional reference to BMG.

(b) Supplier agrees that it shall not render any services that would result in BMG entering into a transaction with a third party in which Supplier would be compensated separately with respect to such transaction, except with BMG's prior written consent in each instance after full and complete written disclosure by Supplier to BMG, of all material aspects of Supplier's relationship to such transaction or the personnel connected thereto. BMG's consent may be granted or withheld in its sole and absolute discretion.

16. General

(a) In all respects (including non-contractual disputes or claims), the Contract shall be governed by the substantive laws of the State of New York applicable to agreements made and to be wholly performed therein without regard to conflict of law principles. Any claim or action brought by one of the parties hereto in connection with the Contract shall be exclusively brought in a court of competent jurisdiction within New York County, New York. Each party hereby expressly consents to, submits to and acknowledges the personal jurisdiction of the federal and state courts within New York County, New York in connection with the Contract.

(b) No failure or delay by a party to exercise any right or remedy will constitute a waiver or abandonment of that right or any other right or remedy. No waiver of any term of the Contract by BMG will be deemed to a further or continuing waiver of any other term of the Contract.

(c) Notices should be served to the respective party's relevant address (for BMG: One Park Avenue, 18th Floor New York, NY 10016 Attn: General Counsel & Executive Vice President, Business & Legal Affairs, North America and via Email: Legal.Notices@bmg.com.

(c) Notices served by email will be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

(d) Unless it expressly states otherwise, the Contract will not make any third party a beneficiary of or party to the Contract.

(e) Nothing in the Contract is intended to, or will be deemed to, establish any partnership or joint venture between the parties, constitute any party as the agent of the other party, or authorize a party to make or enter into any commitments for or on behalf of the other party. Supplier agrees, warrants, and represents that it is an independent contractor and its personnel are not BMG's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any BMG employee benefits. Supplier, and not BMG, is solely responsible for the compensation of its employees, agents and subcontractors assigned to perform services hereunder, and payment of worker's compensation, disability and other income and other similar benefits, unemployment and other similar insurance and for withholding income, other taxes and social security.

(f) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this Contract.

(g) Supplier may subcontract any of its obligations under the Contract to a subcontractor provided that (i) Supplier shall remain at all times primarily responsible for the acts and omissions of any such subcontractor and shall retain any such liability and responsibility under the Contract as if such subcontracted activities were performed by Supplier; and (ii) BMG has provided prior written express consent to such subcontractor. In the event that Supplier chooses to use subcontractors in performing the services under the Contract, in no event shall Supplier's entering into any subcontract result in an increase in agreed upon charges and Supplier shall be responsible for and shall indemnify and hold harmless BMG from any new or increased taxes or other charges associated with any such subcontract.

(h) Neither party will be deemed to be in breach of the Contract, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under the Contract to the extent that such delay or non-performance is caused by any circumstances beyond that party's reasonable control (excluding any circumstances related to Covid-19 and its impact).

(i) The Contract does not establish Supplier as the exclusive Supplier or service provider for BMG with respect to the Services to be provided hereunder or any other services of any kind or nature and BMG shall be entitled to engage other consultants and service providers to render services of any kind for BMG, whether or not such services are substantially similar to the services being provided hereunder. Nothing herein shall obligate BMG to actually use Supplier's Services or the results and proceeds thereof or otherwise enter into any transactions arising out of Supplier's performance of its Services, all of which shall be in BMG's sole and absolute discretion.

(j) BMG may assign its rights under the Contract to an entity that is either (a) acquiring all or substantially all of BMG's assets and assuming all liability related to such assets, (b) acquiring the

division, business unit or operation of BMG which uses the deliverable and assuming the liabilities of such division, business unit or operation, or (c) a parent, subsidiary or affiliate of BMG.

(k) Title and headings of paragraphs of the Contract are for convenience of reference only, and shall not affect the construction of any provision of the Contract. The Contract may not be assigned by Supplier in whole or in part without the express prior written consent of BMG.

(l) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that: (i) upon entering into the Contract, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party the Contract or not) except those expressly set out in the Contract; and (ii) the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for damages for breach of contract under the Contract. Nothing in this clause limits or excludes any liability for fraud.