

**Highly Confidential**

**EXAMPLE CONTRACT ONLY**

**DATED XX JULY 2024**

**Diageo Brands B.V.**

**- and -**

**XXXXXX**

---

**FRAMEWORK AGREEMENT FOR THE SERVICES**

---

**SAMPLE**

**THIS AGREEMENT** is made the XXXXXX. (“**Commencement Date**”)

**BETWEEN:**

- (1) **Diageo Brands B.V.**; company registered in the Netherlands under company number 34138436, whose registered office is at Molenwerf 10-12, 1014 BG, Amsterdam, the Netherlands (“**DBBV**”); and **[INSERT NAME], [INSERT PASSPORT NUMBER]**, of **[INSERT ADDRESS]** (the “**Artiste**”).

**RECITAL:**

The Artiste has agreed to provide the Services to promote Diageo and the Product in accordance with the terms and conditions set out below.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

“**Affiliate**” in relation to any party or person, any company which at the relevant time is a subsidiary or holding company of that party or person, or is a subsidiary of any such holding company or, with respect to any party or person, any person directly controlling, controlled by, or under common control with, such party or person at any time during the period for which the determination of affiliation is made;

“**Advertising Materials**” means any and all advertising and point of sales materials (including, without limitation, posters, cut-outs, display units, packaging, newsletters, trade press, online, social and digital media posts) featuring the Artiste and created by or on behalf of Diageo for the promotion of the Product and/or Diageo;

“**CDPA**” means the Copyright Designs and Patents Act 1988;

“**Commercials**” means the print, radio, television, Internet and other commercials regarding the Product or Diageo or a Diageo Company to be produced pursuant to this Agreement;

“**Diageo Code**” means the Diageo Code of Business Conduct, the Diageo Marketing Code and the Diageo Digital Marketing Code, copies of which are available to view on [www.diageo.com](http://www.diageo.com) and other codes as Diageo may notify the Artiste from time to time;

o

**Highly Confidential**

<b>“Diageo Company”</b>	the member(s) of the Diageo Group to which the Artiste will provide the Services as set out in any Statement of Work (which in the event of any uncertainty or dispute, shall be determined absolutely by Diageo);
<b>“Diageo Group”</b>	Diageo and its Affiliates from time to time;
<b>“Image Rights”</b>	means all legal and beneficial rights and goodwill that subsist in relation to the use, exploitation, reproduction of or association with the personal attributes of the Artiste including (without limitation) the name, nickname, initials, autograph, caricature, any character portrayed by the Artiste, statements, biographies, testimonials, endorsements, photographs, video, film or sound recordings, voice, image reproduction and likeness or any other means of identification of the Artiste (including, in relation to any and all performances of the Artiste contained in the Commercials, Advertising Materials and/or any audio and/or audio-visual recordings made by or on behalf of Diageo pursuant to this Agreement, all those rights specified in section 191A of the CDPA and any analogous rights anywhere in the world) together with any relevant registered or unregistered copyright, trade marks or design rights which exist whether now or in the future;
<b>“Media”</b>	means all forms of print, television (including broadcast television, satellite television, interactive television, cable system and/or closed circuit) and radio media, print media, interactive and electronic media (including the Internet, broadband, digital, websites, HTML emails, flash and still banners advertisements) social and digital media platforms and CD/DVD ROMs, public relations, and including without limitation, b-roll footage and photo essay compilation books, catalogue, industrial, in-cinema, editorial, pre-recorded greetings, direct mail, in-flight and premiums as well as such other media as may now or hereafter exist;
<b>“Personal Appearances”</b>	means personal appearances including without limitation at sales meetings, conventions, internal or external conferences and other public relations activities and events, for the purpose of publicising or otherwise promoting the Product, and which may include public speaking duties;
<b>“Product”</b>	means each Diageo product which is the subject of promotional activity or advertising as part of the World Class Collection Promotion;
<b>“Services”</b>	means the services to be provided by the Artiste pursuant to this Agreement and as set out in Schedule 2;

<b>“Statement of Work”</b>	means each statement of work to be performed by the Artiste during the term of this Agreement in accordance with the terms of this Agreement and to be produced in the format or incorporating the detail as set out in Schedule 2 unless otherwise agreed between the parties; Each statement of work shall constitute a contractual arrangement between the parties to the Statement of Work that is separate from and independent of this Agreement;
<b>“Term”</b>	means the period, commencing on the Commencement Date, during which this Agreement is in effect;
<b>“Territory”</b>	means anywhere in the world; and
<b>“World Class Collection Promotions”</b>	means the promotion and activation in the Territory entitled or proposed to be entitled the “World Class Collection” and comprising certain Products.

1. During the Term (as defined above), at any time during and after the Term, the Materials (and Posts) may be used anywhere in the world by the Permitted Parties for intra-company, research, award, press, publicity (including an archive section of Permitted Parties’ websites), file and/or reference purposes. Notwithstanding anything to the contrary contained herein, (a) Permitted Parties shall have the right to authorise third party websites and/or social media platforms to use the Materials in accordance with their terms of use, and (b) Permitted Parties shall not be under any obligation to remove any Materials from social media platforms following the Term, provided Permitted Parties do not run any paid media to support/promote such Materials on the social media platforms following the Term.
  - 1.2 References to Clauses or Schedules are to clauses of or schedules to this Agreement and the Schedules shall form part of this Agreement.

## 2. SERVICES

- 2.1 The Artiste shall provide the Services on the terms and conditions of this Agreement and the Statement of Work. Once the Artiste has agreed any date(s) of commitment under this Agreement or the Statement of Work, he shall not take on any other commitment(s) which clashes with such date(s).

2.2 If the Artiste is unable to fulfil or complete the Services pursuant to this Agreement for any period of forty-five (45) consecutive days or more, Diageo may at its option either terminate this Agreement forthwith on written notice in accordance with Clause 5, or make such other arrangements with the Artiste by way of postponement as may be practicable to facilitate completion of the Services.

2.3 Artiste agrees to perform Artiste’s services (in accordance with Diageo’s instructions) as set forth in [Schedule 2](#) attached hereto. Artiste agrees that Artiste is available to perform services on any dates, times and locations specified herein or in Exhibit A. If not specifically set forth in Exhibit A, Artiste agrees that all services shall occur on mutually approved dates and times (with the understanding that Artiste shall only reject

proposed dates and times due to Artiste's prior bona-fide professional commitments) and at locations (for in-person services) to be determined by Diageo in its sole, reasonable discretion. Artiste shall be reasonably available to perform Artiste's services hereunder during the Term (defined in Exhibit A), Artiste agrees to respond promptly to Diageo's inquiries regarding Artiste's availability and to provide Diageo with Artiste's professional schedule (and any changes thereto) upon Diageo's request. In the event that Artiste is unavailable to provide Artiste's services on a particular date requested by Diageo (for permitted reasons hereunder), Artiste shall promptly provide Diageo with two (2) alternate dates, both within two (2) weeks of the date requested by Diageo, on which Artiste will be available to provide Services.

- 
- 2.4 The Artiste shall ensure that the Services produced by him on his behalf for Diageo are provided in compliance with:
  - (a) Diageo's requirements at all times;
  - (b) the Diageo Codes; and
  - (c) all applicable laws, rules, regulations, directions, codes of practice and/or guidelines.
- 2.5 The Artiste acknowledges that the Services will be subject to Diageo's direction and control, and the Artiste shall comply with all reasonable instructions and direction issued by Diageo from time to time in connection with the performance of the Services. The Artiste shall perform the Services to the best of his skill and ability and in a professional and workmanlike manner.

- 

- **2A STATEMENT OF WORK**

- 2A.1 Each Diageo Company may during the term of this Agreement enter into a Statement of Work made substantially in the form set out in Schedule 2 with the Artiste in relation to the provision by the Artiste of the Services and other services stated in the Statement of Work. Each Statement of Work shall be governed by the provisions of this Agreement in addition to the terms set out in the relevant Statement of Work. If there is a conflict between the terms of any Statement of Work and this Agreement, the terms of this Agreement shall prevail.
- 2A.2 Neither the Artiste nor the Diageo Company shall be entitled to make any changes to the terms of a Statement of Work except with the prior written consent of the other provided always that, at the request of the Diageo Company, the Artiste shall alter, extend or re-perform any of the Services.

- **3. PRODUCTION AND USAGE**

- 3.1 Diageo and each Diageo Company shall be entitled to produce and use the Commercials and the Advertising Materials as set out in Schedule 1 and shall, save as set out in that Schedule, cease all usage of the Commercials and any other Advertising Material featuring or depicting the Artiste at the expiry of the Term.
- 3.2 Diageo shall have the right to determine the length, nature and content of the Commercials (including the manner of presentation of the Artiste in the Commercials) and to substitute another artist (including a double) in the place of the Artiste and/or to

**Highly Confidential**

dub the Artiste's voice, without the payment of any additional fee to the Artiste. Diageo shall determine the manner in which the Artiste is depicted in any Advertising Materials.

- 3.3 The Artiste hereby irrevocably and unconditionally authorises Diageo for the duration of the Term to use and exploit the Commercials and Advertising Materials in any and all Media by arranging for them to be shown as many times as Diageo considers appropriate in connection or association with and in order to advertise, market and promote the Product and/or Diageo or its Associated Companies.
- 3.4 Subject to and in accordance with this Agreement the Artiste irrevocably and unconditionally authorises Diageo to reproduce and use the Image Rights on or in connection with the Commercials and Advertising Materials including without limitation on or in any still photography and related advertising and publicity.

#### ● 4. FEES AND EXPENSES

- 4.1 In consideration of the Artiste providing the Services, Diageo shall pay to the Artiste the fees as set out in the Statement of Work.
- 4.2 All expenses must be recorded and in compliance with Diageo's expenses policy and all expense claims shall be supported by satisfactory invoices or other documentary evidence.
- 4.3 The sums payable under this Agreement shall be inclusive of all fees, including without limitation agent's fees wardrobe and rehearsal fees, filming fees, recording fees, re-recording fees, post-synchronisation fees, studio or session fees, wardrobe attendance fees, transmission fees, usage fees, repeat and re-use fees, fees for stills photography and any other monies which might otherwise be or become due and payable to the Artiste.
- 4.4 All sums payable by Diageo or Diageo Company are exclusive of VAT which shall be payable by Diageo within sixty (60) days of receipt of a correct and complete invoice (at the Diageo address notified to the Artiste) provided that such invoice sets out the correct purchase order allocated to the Artiste and the Artiste's VAT details.
- 4.5 Subject to any applicable contrary legal requirement (if any), the Artiste shall be responsible for making all deductions from payments received under this Agreement and performing all acts and making all payments necessary under any legislation or other provision having the force of law applying in the United Kingdom or elsewhere in the world.

#### ● 5. TERM AND TERMINATION

- 5.1 This Agreement shall be effective on and from the Commencement Date and shall continue in full force and effect, unless terminated earlier in accordance with this Clause 5.
- 5.2 Diageo may immediately terminate this Agreement forthwith on notice in writing to the Artiste:
- (a) for any material breach of this Agreement by the Artiste, provided that in the case of a breach capable of remedy the Artiste has first been given thirty (30) days' written notice requiring him to remedy the same and he has failed to do so;
  - (b) if the financial, credit and police checks of the Artiste run by or on behalf of Diageo should be unsatisfactory to Diageo;

- (c) in the circumstances set forth in Clause 2.2;
  - (d) if the Artiste becomes guilty of any indictable offence that may reasonably be expected to bring his character or Diageo, any Diageo Company or the Product into social or other disrepute;
  - (e) if the Artiste becomes the subject of bankruptcy proceedings or if the Artiste makes or proposes to make an arrangement or composition with his creditors generally or makes an application to a court of competent jurisdiction for protection from his creditors generally;
  - (f) on the death or incapacitation of the Artiste;
  - (g) if the Artiste does or says anything which is or might reasonably be expected to be prejudicial, harmful, defamatory or embarrassing to the name, image, reputation, goodwill or business of Diageo, any of its Associated Companies or the Product;
  - (h) if the Artiste does or says anything that is incompatible with the brand image or positioning of the Product, Diageo or any of its Associated Companies or with the Diageo Code with the consequence that it is not possible for Diageo to market the Product in accordance with Diageo's Code; or
  - (i) if any report should be published (or threatened to be published) in the press or other media relating to the Artiste which, in the reasonable opinion of Diageo, leads to the Artiste's suitability for association with Diageo or any Diageo Company or the Product being significantly reduced provided that Diageo shall not exercise this right of termination unreasonably and provided further that where the matter has arisen through no fault of the Artiste Diageo shall first seek to find a suitable alternative way of addressing the problems arising from the publication or the threatened publication before exercising the right to terminate.
- 5.3 Diageo may terminate this Agreement at any time without any reason or cause on two (2) weeks' written notice to the Artiste.
  - 5.4 Upon termination of the Agreement, no further fees shall be payable to the Artiste and any fees already paid for Services not yet performed shall be immediately repayable in full.
  - 5.5 Diageo and each Diageo Company may continue to use existing print materials bearing the Artiste's photograph or likeness for a run-off period of eighteen (18) months after the expiration or termination of this Agreement. Notwithstanding any other provision of this Agreement, Diageo and each Diageo Company shall not be required to withdraw or remove any such materials or packaging from sales outlets which may still exist after the termination of this Agreement.
- - **6. WARRANTIES AND UNDERTAKINGS**
  - 6.1 The Artiste warrants, represents and undertakes to Diageo as at the date hereof and throughout the Term that:
    - (a) he is not subject to any prior or existing contractual or other obligation that prevents, restricts, limits or in any way affects his capacity to enter into this Agreement or to perform of any of his obligations pursuant to or in connection with this Agreement;



- (b) he is to the best of his knowledge and belief in such a state of health that Diageo will be able to effect insurance under normal conditions upon his life against loss howsoever caused arising out of his inability to perform his obligations hereunder;
- (c) he has not prior to the date hereof made any statement or done anything or otherwise conducted himself in such a manner as has or will in Diageo's reasonable opinion disparage Diageo, any Diageo Company or the Product or adversely affect any campaign for the promotion of Diageo or any Diageo Company or the Product of which the Commercials or the Advertising Materials form part (and without prejudice to the generality of the foregoing the Artiste expressly warrants that as at the Commencement Date he does not have a criminal record of any kind, is not subject to any outstanding criminal investigation and has never received or been recommended treatment for abuse of or addiction to drugs, alcohol or gambling);
- (d) he shall not, whether during the Term or during the period of eighteen (18) months thereafter, make any statement, orally or in writing, publicly or privately, or do any act to or otherwise conduct himself in such a manner as will in the reasonable opinion of Diageo disparage Diageo, any Diageo Company or the Product, or adversely affect any campaign for the promotion of Diageo, any Diageo Company or the Product;
- (e) he shall not during the Term or during a period of three (3) months thereafter, without the prior written consent of Diageo, such consent not to be unreasonably withheld, directly or indirectly provide services that are similar to the Services to any third party manufacturer or supplier of beverage alcohol in the Territory; and
- (f) he shall refer to Diageo for response any mail addressed to the Artiste which has or may have any bearing on the Commercials or any other Advertising Materials at Diageo's reasonable request and expense (subject to the expense reimbursement provisions at Clause 4.2), assist Diageo to the best of his ability in responding to or otherwise dealing with the same.
- (g) Artiste represents and warrants that Artiste is 25 years of age or older and the Artiste has not done and shall not do anything personally or professionally that would reflect negatively on Artiste's association with Diageo Parties (including but not limited to any criminal record or the commission of any act of moral turpitude or the commission or promotion of overconsumption of alcohol or drinking and driving)
- (h) Artiste will comply with the provisions of the Diageo Marketing Code ("**DMC**"), which may be viewed at [https://www.diageo.com/PR1346/aws/media/7799/dia\\_1490\\_dmc\\_code\\_english-2.pdf](https://www.diageo.com/PR1346/aws/media/7799/dia_1490_dmc_code_english-2.pdf) (as may be updated)
- (i) in the event Artiste makes any public statements in connection with this Agreement, Artiste shall clearly and conspicuously disclose Artiste's affiliation with Permitted Parties (as applicable) in accordance with the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonial in Advertising available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=14e8f4d3c876671a54fce164a72f2e3e&node=pt16.1.255&rgn=div5> (as may be updated) (the "**FTC Guides**") in accordance with Diageo's instructions/advice and the Artiste Obligations Exhibit, attached hereto as Exhibit B;



- j) Diageo has all necessary rights to any content provided by Artiste hereunder and the Permitted Parties' use thereof in accordance with this Agreement shall not violate the rights of any third party;
    - k) at least 71.6% of Artiste's followers on Artiste's owned/controlled social media channels are of legal purchase age for beverage alcohol or older;
  - l) Artiste shall sign and comply with the provisions of the Artiste Obligations Exhibit. Artiste agrees that Diageo shall have the right, at any time during the Term, for any reason, in its sole discretion, to make modifications to the Artiste Obligations Exhibit and any of the policies or guidance included therein, and Artiste shall comply with any such modifications, so long as such modifications are provided in writing to Artiste.
- 6.2 The Artiste hereby indemnifies and agrees to keep Diageo fully indemnified from and against all damages, costs and expenses (including reasonable legal costs) or liabilities suffered or incurred by Diageo in consequence of any breach, non-performance or non-observance by the Artiste of any of the warranties and undertakings contained in Clause 6.1.

●

● **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The Artiste hereby acknowledges and agrees that the copyright and all other intellectual property rights in or attaching to the Commercials and any other commercials, advertising, Advertising Materials or other work carried out under this Agreement or the products of the Services, including any dramatic, literary or artistic work, material or music incorporated therein (the "**Works**") shall immediately upon creation vest absolutely in and shall remain the sole and exclusive property of Diageo, and the Artiste by way of present assignment of present and future copyright hereby assigns to Diageo absolutely all copyright and all other rights, title and interest (if any) in and to the Works, wherever in the world enforceable, for the full term thereof, including all renewals and extensions, free from any encumbrance. The Artiste undertakes to execute at Diageo's cost all documents and take all reasonable actions necessary to give effect to the terms of this Clause 7.1. Without limitation to the foregoing, Diageo shall have the exclusive right to reproduce and to authorise reproduction of the copies of the Works wholly or in part absolutely without further payment to the Artiste in connection therewith.
- 7.2 The Artiste irrevocably and unconditionally waives all moral rights vested in him in respect of the Works, including without limitation the right (if any) to be identified as the author of the Commercials and the Advertising Materials and the right (if any) not to have the Commercials and the Advertising Materials subjected to derogatory treatment within the meaning of Chapter IV of Part I (headed "Moral Rights") of the CDPA and any other moral rights to which the Artiste may be entitled under any legislation now existing or in future enacted in any part of the world.
- 7.3 With respect to Part II ("**Rights in Performances**") of the CPDA and all other laws now or in the future in force in any part of the world which Diageo may require for the exploitation of the Commercials and the Advertising Materials, the Artiste has given every consent necessary to enable Diageo and Associated Companies to make the fullest use of the Services contracted for under this Agreement without further recourse to the Artiste.

- 7.4 Diageo acknowledges that the Artiste is the sole owner of any and all intellectual property rights subsisting in the Image Rights. The Artiste acknowledges that no such right shall give the Artiste any rights of veto or approval or rights to additional payment in relation to any of the Services under this Agreement, unless expressly set out herein.

- 

- **8. CONFIDENTIALITY**

- 8.1 The Artiste acknowledges that the terms of this Agreement and all information belonging or relating to Diageo, and Diageo Company, the Product or the Commercials and other Advertising Materials constitutes the proprietary and confidential information of Diageo, or the relevant Diageo Company (as the case may be), and the Artiste shall not during the Term or at any time thereafter disclose or use such confidential information other than for the purposes of performing the obligations under this Agreement, except as expressly required by law or with Diageo's prior written consent. Without prejudice to the generality of the foregoing, the Artiste confirms that he will not disclose any aspect of the Product prior to launch or of the Commercials and Advertising Materials prior to first broadcast, transmission or distribution thereof.
- 8.2 Upon termination of this Agreement or at any other time upon Diageo's request, the Artiste will return promptly all information and materials, including scripts, records, documents or other materials, embodying any confidential information of Diageo, and all copies thereof which the Artiste may then have in his possession, custody or control, and shall not retain any copies of the same.

- 9. **EXCLUSIVITY**

- 9.1 During the duration of this agreement, the Artiste will not authorise or permit (nor has Artiste authorised prior to the Term, which authority is still in effect) anywhere in the world the use of Artiste's Persona (as defined below), nor will Artiste render any services, give any testimonials or endorsements in any advertising in any medium, nor engage in any promotional activities anywhere in the world in connection with (a) any beverage alcohol product or product that bears the name of a beverage alcohol company or product other than that of a Diageo Party (collectively, "*Competitive Products*"); (b) any other manufacturer, distributor, dealer, retailer or producer of Competitive Products; or (c) any product or service that in its advertising or publicity denigrates a Diageo Party or its brands or products. As agreed, this is limited to hard alcohol competitors excluding aperitifs and wines.
- 9.2 During the duration of this agreement the Artiste will prioritise the agreement with Diageo over and above the use of Artiste's Persona anywhere in the world in connection with other related brands. Diageo will have the first option of the Artiste's services between 1<sup>st</sup> January 2024 – 30<sup>th</sup> June 2024.
- 9.3 The Artiste will provide Diageo with a minimum of 4 weeks' notice for any relevant activity the Artiste is engaging in outside of this agreement. Diageo will confirm in writing if there is any conflict of interest. Diageo will endeavour to not unreasonably limit any commercial opportunities presented to the Artiste.

- 9.4 When engaging in activities with other related brands including *any* promotional activities for other related brands, the Artiste is not permitted to use the title awarded to the Artiste by World Class, e.g., 'Bartender of the Year', 'World's Best Bartender', World Class Bartender of the Year 2021'.

- **9. CONTINGENCIES**

If a provision of this Agreement is unenforceable (in whole or in part) due to uncontrollable circumstances including but not limited to an inability to travel, the enforceability of the remainder of this Agreement shall not be affected and the Parties shall use reasonable endeavours to agree on a valid replacement provision, whose content corresponds to the original provision as much as possible. For example, if the Talent is unable to travel to the location due to a global pandemic such as COVID-19, the Talent will agree to postpone the trip to a later date, agreed upon with the Agency. For clarity, The Talent accepts any and all risks of and irrevocably releases the Agency and DIAGEO from any and all liability of contracting or sharing the COVID-19 virus. The Talent is engaged as an independent contractor. Nothing in this Agreement shall render the Talent an employee, worker, agent, partner or joint ventures of the Agency or DIAGEO (or of any other person referred to in this Agreement), nor shall the Talent purport to be such. Accordingly, all payments to the Talent under this Agreement shall be made gross without deduction of income or other earnings-related tax (or equivalent) or national insurance (or equivalent) contributions in respect of the Talent. The Talent hereby warrants that it is solely responsible for any such tax and/or contributions and all other such liabilities in respect of payments made to or for the Talent under this Agreement. As the Talent is engaged as an independent contractor, the Talent accepts any and all risks of and irrevocably releases the Agency and DIAGEO from any and all liability of contracting or sharing the COVID-19 virus.

- **10. GENERAL**

- 10.1 Nothing in this Agreement shall render the Artiste, an employee, agent, worker, partner, joint venture or servant of Diageo for any purpose whatsoever.
- 10.2 All notices or other communications under this Agreement shall be deemed to have been received if delivered personally at the time of delivery, if delivered by first class post 48 hours from the date of posting and if delivered by airmail seven (7) days from the date of posting.
- 10.3 This Agreement is personal to the Artiste and may not be assigned by the Artiste. Subject to Diageo giving prior notice in writing to the Artiste, Diageo may at any time(s) assign or license any or all of its rights or obligations hereunder to any Diageo Company. Where any rights are assigned under this Clause, the Diageo Company in question shall be entitled to enforce the rights so assigned directly against the Artiste.
- 10.4 The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.
- 10.5 The failure of a party to enforce or to exercise at any time or for any period of time any provision of or any right arising pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such provision or right and shall

**Highly Confidential**

in no way affect that party's right later to enforce the provision or to exercise the right.

- 10.6 This Agreement represents the entire understanding between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties whether oral or in writing. No variation of this Agreement shall be effective unless it is in writing and executed by the parties.
- 10.7 Provisions of this Agreement which either are expressed to survive termination of this Agreement or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.
- 10.8 The Artiste acknowledges that damages may not be an adequate remedy for breach by the Artiste of this Agreement and that in such event Diageo shall be entitled, without prejudice to other rights and remedies which may be available to it, to apply for injunctive relief.
- 10.9 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 10.10 This Agreement shall be governed by and constructed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
- 

SAMPLE

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first written above.

Signed by [XXX]

Signature

Signed for and on behalf of **DIAGEO  
BRANDS BV:**

Authorised Signature

Name

Title

SAMPLE

## SCHEDULE 1

### Usage of Commercials and Advertising Materials

Commercials and Advertising Materials (including any photographs of the Artiste taken whilst the Artiste is providing the Services and stills, clips and sound recordings from the Commercials) may be used and re-used on any number of occasions during the Term and in perpetuity thereafter, anywhere throughout the Territory, in all forms of advertising and publicity, in any format, in any Media and by any means for the following purposes:

- (a) PR purposes (including social and digital media platforms) in conjunction with material publicising the launch or existence of the Commercials campaign in the Territory;
- (b) editorial comment and review;
- (c) in or in relation to media and advertising festivals/competitions and at trade shows/conferences;
- (d) in advertising archive facilities in the Territory;
- (e) promoting Diageo's own business in the Territory;
- (f) film, television and video use by way of incidental, background or product placement usage (including, but not limited to, use in a motion picture or television programme and/or use in a video or DVD) (only where the first insertion of such material in a particular motion picture or programme or in a particular video/DVD programme occurs during the Term);
- (g) use by Diageo of historic policy documentation; and
- (h) internal use by Diageo (including, but not limited to, use on its intranet, its internet site(s), at shareholders meetings and exhibition within its own premises),
- i) Diageo/ the Agency has global usage rights to use/edit this suite of photography/videography on all forms of promotional material including, but not limited to PR, social and digital in perpetuity.

in each case without further compensation to the Artiste.

**SCHEDULE 2**  
**Statement of Work**

<b>Description of Services:</b>	WORLD CLASS GLOBAL WINNER 2024, media spokesperson and representative of the WORLD CLASS competition
<b>Artiste:</b>	
<b>Diageo Contacts:</b>	
<b>Term:</b>	Commencement Date: [TBC] End Date: [TBC]
<b>Territory:</b>	Great Britain
<b>Location where Services will be rendered:</b>	Global – multiple markets
<b>Fee – specify currency and instalment timeframe:</b>	Agreed working day rate of £XXXX GBP per day Standard terms: Artiste to provide WORLD CLASS GREAT BRITIAN TEAM with a maximum of 2 days throughout the year free of charge for global activations (travel and accommodation costs will be covered by DIAGEO)
<b>Other applicable expenses</b>	All fees, accommodation and food and beverage expenses incurred during a market visit to be covered by local market.
<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>● Completion of a minimum of six (6) working days in local market (GB) Provision of five (5) travel days on each trip resulting in a total of five (5) travel days throughout the term. The total number of working days across the entire contractual term is eleven (11). All dates to be mutually agreed in advance by the Artiste, Diageo, and Diageo’s agency. Travel and accommodation costs will be covered by Diageo.</li> <li>● Provision of up to 10 recipes throughout the contractual term delivered to Diageo or its appointed agency.</li> <li>● Artiste may be expected to participate in up to <b>three (3) photoshoots</b> promoting World Class (including retail campaign) for the GB Team. Please see Appendix 2 for details on usage. Diageo will have global usage rights for all photography taken during these photoshoots in perpetuity.</li> </ul>

**Highly Confidential**



	<ul style="list-style-type: none"><li>• Agreement to act as a spokesperson for World Class throughout contractual term and provide editorial input and/or undertake media interviews (no minimum quantity) as requested by Diageo or any Agencies working on behalf of Diageo.</li><li>• Commitment of six working days in GB market covering World Class and Diageo brands' activity and festival activations – exact number of locations to be agreed with Artiste and Diageo GB Team.</li><li>• Attendance at <b>one (1) online video/telephone briefing per trip (including per individual trips for GB market)</b> with Diageo and/or any Agencies working on behalf of Diageo at a mutually agreed time to discuss the trip itinerary and all related requirements and deliverables Agreement to “follow” or “fan” brand-owned social channels including the official World Class social accounts (Facebook, Twitter, Instagram). Inclusion of 'World Class Global Bartender of the Year 2024' in all social media biographies.</li><li>• Artiste may be expected to publish a minimum of one <b>(1) unique social posts</b> on their social media channels per trip (including Instagram, Facebook and Twitter but shall not include Snapchat or Instagram Stories) and a minimum of <b>one (1) Instagram Stories daily per day</b> during each trip. Posting the same content on multiple social media platforms shall only count as one (1) post. All posts must include the appropriate disclosures (please see Exhibit B) and tag the official links to Diageo World Class's social accounts in all posts as well as #WorldClass #MakeitWorldClass and #WorldClassGB #Ad. All Diageo Reserve brands that feature in any content, must be included in the social copy, and tagged in the post (e.g., Zacapa, Johnnie Walker, etc.). The copy must include Diageo World Class in the body/caption. All social media posts made by the Artiste or any of their associates must avoid the use of vulgar language or reference to religion or politics. The Artiste agrees to post on their own social channels in a timeframe agreed with the Agency. All content to adhere to Diageo's DMC code. DIAGEO/ the Agency has global usage rights to use/edit this suite of photography/videography on all forms of promotional material including, but not limited to PR, social and digital in perpetuity. The</li></ul>
--	--

	<p>imagery/videography will be edited ready for usage externally. It is provided that any failure shall not be deemed a breach hereof provided the Talent Entity uses reasonable endeavours to retro make up for missed posts.</p> <ul style="list-style-type: none"> <li>• Artiste may be expected to provide a <b>minimum of (10) individual photography and/or pieces of video content</b> provided to Diageo per trip of which at least <b>three (3) pieces are to be video content</b>. Diageo has the global usage rights to use / edit this suite of photography / videography on all forms of promotional material including, but not limited to PR, social and digital in perpetuity.</li> </ul>
<p><b>Timetable for completion of each stage of the Statement of Work, if applicable:</b></p>	<p>n/a</p>
<p><b>Payment Schedule:</b> <i>Please insert instalments payable by reference to achievement of milestones or an alternative arrangement.</i></p>	<p>Sixty (60) days payment from date of receipt of a valid invoice.</p> <p>Payments will be made according to Diageo's standard terms and conditions for a registered supplier as agreed to by the Artiste.</p>
<p><b>Special Terms:</b></p>	

The Artiste and the Diageo Company hereby agree to the terms of this Statement of Work which shall be governed by the Framework Agreement entered into among the Artiste, Diageo Scotland Limited, Diageo Brands B.V. and Diageo North America, INC.

## Exhibit B Artiste Obligations

Artiste represents and warrants that Artiste shall adhere to the following policy for all content created on Diageo's behalf:

### Disclosures

Appropriate disclosure of affiliation with Permitted Parties (as applicable) shall be **clearly** and **conspicuously disclosed**, in accordance with the Agreement, including the FTC Guides, Diageo instructions and the Diageo disclosure policy below:

"Clearly":

- For disclosure of material connection (which, for clarity, includes the connection between Artiste and Diageo), disclosure wording in social media must be one or both of the following ONLY:
  - #ad;

**NO OTHER DISCLOSURE WORDING IS ACCEPTABLE.**

"Conspicuously":

- If using "#ad" as the disclosure, it must appear:
  - For in-feed Instagram posts, within the first two lines of copy (when viewed on a desktop).
  - For in-feed posts on social media platforms other than Instagram, within the first three lines of copy (when viewed on a desktop).

All disclosures MUST:

- Appear in every post/piece of content (not only in a "bio" or "about me" section); and

**Highly Confidential**

- Be the first hashtag in any list of hashtags, and NOT buried in the middle of other text or hashtags.

Platform-specific transparency tools, such as the “Branded Content” tools on Facebook & Instagram, should be used **in addition to** the above disclosure options on social media, but **may not be used as a substitute**.

In the event Artiste is posting on one social media platform (e.g., Twitter) and the post content links to another social media platform (e.g., links to an Instagram post), disclosures must appear clearly and conspicuously on both platforms, and **before** any link.

For frame formats, such as “Instagram Stories,” Artiste must superimpose the disclosure, just as it is possible to superimpose any other words, over the images or video **in each frame**. The disclosure should be easy to notice and read in the time that followers have to look at the frame. In determining whether the disclosure passes muster, factors to consider include how much time followers must look at the frame, how much competing text there is to read, how large the disclosure is, and how well it contrasts against the frame. (It might make sense to have a solid background behind the disclosure.) Keep in mind that if the “Story” includes video, an audio-only disclosure is NOT sufficient, as many users of these platforms watch videos without sound, so they would not hear an audio-only disclosure.

#### Other

- At least 71.6% of Artiste’s followers on Artiste’s owned/controlled social media channels must be of legal purchase age for beverage alcohol or older; the targeted viewing audience must be of legal purchase age.
- Artiste may only make statements that reflect Artiste’s honest beliefs, opinions, or experiences.
- Artiste may not make deceptive or misleading claims about Diageo Parties’ products or services to consumers.
- Artiste may not make any claims about Diageo Parties’ products or services that are not substantiated (i.e., adequate proof must exist to back up the claim).
- If Artiste chooses to comment on Diageo Parties’ competitors or their product, it must be made clear such comment is not on behalf of or representative of Diageo or Brand, and such comment cannot be construed as malicious, misleading, or deceptive, unfair, or unsubstantiated.
- Artiste may not engage in any communication that is defamatory.
- Artiste may not use any content that is protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless Artiste owns or controls all rights thereto or has received all necessary consents. For example, Artiste may not post photos or video content without written permission from the person who owns the photo or video **as well as** any persons (other than Artiste) depicted in the photo or video.
- Artiste may not offer for sale, or solicit, products or services on behalf of Diageo Parties without Diageo’s prior written approval.
- Artiste may not incite, advocate, or express hatred, ethnic slurs, bigotry, racism, or gratuitous violence.
- Artiste may not use personal insults, pornography, vulgarity, or other offensive language or content, nor depict lewd content of any sort.
- Artiste may not make any comments or post any content that in any way promotes beverage alcohol along with unsafe activities that could lead to an unsafe situation involving Diageo Parties’ customers or other individuals.

- Artiste may not promote excessive consumption of alcohol beverages, irresponsible consumption of alcohol beverages such as drunk driving or drinking under legal purchase age or promote any illegal drug use.
- Artiste does not have any recent or pending legal alcohol or illegal drug issues such as a pending DUI, DWI or OVI.
- Artiste may not misrepresent the source of anything in their posted content, including impersonation of another individual or entity.
- Artiste may not provide or create links to external sites that violate this Artiste Obligations Exhibit.
- Artiste may not use content that contains advertising for Artiste or third parties (including, without limitation, money making schemes, discount cards, credit counselling, online surveys, or online contests).
- Artiste shall comply with the provisions of any applicable Diageo policy and Diageo instructions provided to Artiste.

SAMPLE