FUTURE B2B

Standard Terms and Conditions

2026 October

Parties: The term "**Future B2B**" or "**we**" refers to the Future B2B contracting entity indicated above (either Future B2B LLC or Future B2B Limited). The term "**Client**" or "**you**" refers to the customer or buying entity entering into this Agreement.

Agreement Structure: This Agreement includes both the Commercial Terms above and these Standard Terms and Conditions. If any **Special Conditions** or **additional product-specific terms** (for particular services) are agreed and attached, those specific terms will take precedence over these general terms to the extent they conflict, but only for the relevant product or service. Unless a separate master services agreement is signed between the parties, this Agreement (including any attachments) constitutes the entire agreement between us.

1. Scope of Services

References to **products** or **services** in this Agreement mean those products or services listed in the 'Services' section of the Commercial Terms. References to an 'Order', an, an 'insertion order' or an 'IO' shall be construed as references to the Commercial Terms (cover page) together with these Standard Terms and any applicable Product-Specific Terms unless otherwise stated in the Commercial Terms.

We will provide the products and/or services described in the Commercial Terms in accordance with this Agreement. We will use reasonable skill and care in delivering the services as described, and will deliver any specific deliverables or meet any milestones as agreed in the Commercial Terms or the Special Conditions.

Your Responsibilities: You agree to cooperate with us as reasonably required for us to perform the services. This includes providing any necessary information, materials, approvals, or access in a timely manner. You will ensure that any information or materials you provide are accurate and that you have the right to provide them. You will ensure that you provide any Client Dependencies set out in the Commercial Terms.

Change Control. Either party may request changes to an Order. No change is effective unless agreed in a **written change order** signed by both parties (email suffices if expressly stated), which will set out the impact on scope, fees, timings, and dependencies. We may continue work as originally scoped until a change order is executed..

2. Product-Specific Terms and Special Conditions

If the products or services under this Agreement include any of the products or services listed in Annex A, the applicable **Product-Specific Terms** linked will apply. The applicable Product-Specific Terms are incorporated into this Agreement by reference, and if there is a conflict with these general terms, the product-specific

terms will govern for that portion of the services.

Any **Special Conditions** listed in the Commercial Terms (above) or any additional written terms tailored for this deal will also be binding. In case of any conflict, the following order of precedence applies: (1) any Special Conditions in the Order; (2) the applicable Product-Specific Terms; (3) these Standard Terms.

3. Fees, Invoicing and Payment

You agree to pay the fees set out in the Commercial Terms. All fees are in the currency specified and **exclusive of any taxes** (such as sales tax or VAT) unless stated otherwise. If applicable, we will add any required VAT or similar taxes at the point of invoicing, and you agree to pay those taxes.

Invoicing: We will invoice you according to the schedule or milestones specified under Invoicing Terms in the Commercial Terms (for example, upfront, monthly, or after delivery of a deliverable). Unless otherwise specified, payment is due within 30 days from the invoice date.

Late Payment: If you do not pay an invoice on time, we reserve the right to charge interest on the overdue amount at the rate of **2%** over the Bank of England's Base Rate per year (accruing daily) until paid. You also agree to reimburse us for any collection costs we incur (including reasonable legal fees) in recovering overdue amounts.

No Set-off: All payments should be made in full without any set-off or deduction unless agreed or required by law. If you have any good-faith dispute regarding an invoice, you should notify us as soon as possible and we will work in good faith to resolve it. You are still obligated to pay any undisputed portions of an invoice on time.

Currency and Method: Payments will be made in the currency stated in the Commercial Terms. If no currency is stated, you will pay in US dollars. We will accept payment via the methods we specify on the invoice or otherwise as agreed in writing.

Upfront and Non-Cancellable Services: If the Commercial Terms specify certain services (for example, event sponsorships or advertising placements) that require upfront payment or are noted as non-cancellable, those conditions will apply. Except as expressly provided in this Agreement, orders are non-cancellable and fees non-refundable once this Agreement is signed, provided that we deliver the services as agreed.

4. Term; Termination

Term of Agreement: This Agreement starts on the Start Date and continues until the earlier of (i) the End Date specified in the Commercial Terms and (ii) the date on which we have finished providing the services, in either case unless terminated earlier in accordance with this section. If no End Date is specified, the Agreement will continue until the services have been fully delivered and paid for, or until it is terminated by either party as allowed below. Any extension or renewal of the term must be agreed in writing by both parties.

Termination of Orders. Either party may terminate an Order as set out in this section, except where the applicable Product-Specific Terms state otherwise.

(a) **Convenience.** We may terminate an Order for any reason on 30 days' written notice. You may terminate an Order for convenience only with our written consent.

(b) **Breach.** Either party may terminate this Agreement immediately on written notice if the other materially breaches that Order (including payment) and fails to cure within **30 days** after notice. Termination for breach is without prejudice to any other rights and remedies under this Agreement or at law.

(c) **Consequences.** On termination or expiry of an Order, you will pay for: (i) all services performed and deliverables provided up to the effective date; (ii) **non-cancellable third-party costs/commitments** incurred in reliance on the Order; and (iii) **if you terminate other than for our uncured material breach, any remaining committed fees** that would have fallen due for the Order

term. **Refunds** (if any) will be limited to prepaid fees for undelivered services where termination is due to our uncured material breach. Upon termination or expiration of this Agreement for any reason: We will stop providing the services. Termination or expiry of the Agreement will not terminate the parts of the Agreement relating to fees and payment, confidentiality, intellectual property, limitations of liability, governing law/jurisdiction and notices. Each party will promptly return or, at the other party's request, destroy any confidential information of the other party in its possession (except that each may keep copies for legal or compliance record-keeping purposes, subject to ongoing confidentiality obligations). Any provisions of this Agreement which by their nature should survive termination (such as payment obligations, confidentiality, limitations of liability, and governing law) will remain in effect.

(d) **Insolvency or Legal Cause:** Either party may terminate this Agreement immediately by written notice if the other party (a) becomes insolvent, files for bankruptcy, or has a receiver or administrator appointed over it, or (b) is otherwise unable to pay its debts as they come due, or (c) if continuing the Agreement would cause the terminating party to be in violation of any applicable law or regulation.

Change of Control: If you (the Client) are acquired or undergo a merger or similar change of control before the services under this Agreement are completed, all fees for the remaining services become due immediately. We will continue to fulfill our obligations and deliver all agreed services on the original schedule, but we reserve the right to require payment of the remaining fees at that time.

5. Intellectual Property Rights

Pre-existing IP: Each party retains ownership of all intellectual property rights in any materials or content that it owned or developed before entering this Agreement, or that it develops outside of the scope of this Agreement. For clarity, you retain all rights to your trademarks, logos, and any materials you provide to us, and we retain all rights to materials, methodologies, or content we owned prior to this Agreement or developed independently of this project.

Deliverables and Work Product: Ownership of, or rights to use, the specific materials, content, or deliverables we create for you under this Agreement will be as follows: If a Special Condition explicitly states that a deliverable will be owned by you upon completion, then upon full payment for that deliverable, we assign to you all rights, title, and interest in that deliverable. We may retain copies for record-keeping and portfolio purposes, but you will own the deliverable. If ownership is not specified, then by default we will retain ownership of the deliverables and materials we produce, and we will grant you a non-transferrable, non-sublicensable license to use those deliverables for your internal business purposes or the specific purposes for which they were provided for the duration of this Agreement. Any of our proprietary tools, templates, or methodologies used in the process of creating deliverables remain our property. If such tools or methodologies are embedded in a deliverable to which we assign you, we give you a license to use them as part of that deliverable, but this does not transfer ownership of those underlying tools.

Third-Party Materials: In some cases, our services or deliverables may include third-party content. Where that is the case, we will either sublicense those materials to you or pass through the applicable third-party license terms. We will inform you if any third-party license terms apply to materials delivered to you.

AI Assisted Creation: Unless otherwise stated in an Order we may use AI tools (including "Ad Genie by SmartBrief") to generate or optimise Client-approved creatives. You retain all rights in your materials; we retain all rights in our proprietary tools, templates, methodologies, configurations and prompts, and any non-client data used or created in providing the Services. Any AI-assisted outputs will be treated as Deliverables under this clause and licensed or assigned on the same basis as other Deliverables. To the extent any third-party

materials are included, they are supplied under pass-through or sublicensed terms. We will not use your Confidential Information to train any generally available AI models, and no warranty of novelty or exclusivity is given for AI-assisted outputs. If any materials you provide to us (including creatives, copy, images, audio/video, data, prompts or AI outputs) are generated or materially modified using AI tools, you will clearly notify us of that fact when providing them. You represent and warrant that you (or your licensors) own or have all necessary rights, licences, consents and permissions in and to those materials (including any embedded third-party content) and that our receipt, use and inclusion of them (and any resulting outputs) in connection with the Services and Deliverables will not infringe any third-party intellectual property or other rights or breach applicable law.

Future Use: Unless otherwise agreed in writing, we reserve the right to use any general knowledge, skills, experience, or know-how (including ideas or concepts) that we acquire or develop while performing the services, for our business in the future. We will not use or disclose your confidential information in doing so. We also reserve the right to provide similar services or deliverables to other clients, as long as this does not use your confidential information or violate any exclusive rights you have in specific deliverables.

6. Confidentiality

Each party (the **Receiving Party**) agrees to keep secret and confidential any non-public information that the other party (the **Disclosing Party**) provides or that the Receiving Party learns in connection with this Agreement, if that information is either identified as confidential or would reasonably be understood to be confidential due to its nature (for example, business plans, customer or lead data, technical know-how, pricing, and other sensitive business information).

Use and Non-Disclosure: The Receiving Party will: Use the Disclosing Party's Confidential Information only for the purpose of fulfilling its obligations under this Agreement (and not for any other purpose); not disclose the Confidential Information to anyone except its own employees, Affiliates, or subcontractors who **need to know** it for the above purpose and who are bound by confidentiality obligations at least as strict as these terms; and protect the Confidential Information using the same degree of care as it uses to safeguard its own confidential information of a similar nature, and at least a reasonable standard of care.

Exceptions: Information will not be considered "Confidential Information" if the Receiving Party can demonstrate that such information: - was already known to the Receiving Party without an obligation of confidentiality before receiving it from the Disclosing Party; - is or becomes publicly available through no fault of the Receiving Party (and not due to a breach of this Agreement); - is independently developed by the Receiving Party without reference to the Disclosing Party's information; or - is obtained by the Receiving Party from a third party who has the right to provide it without breaching any confidentiality obligation.

Legal Disclosure: If the Receiving Party is required by law, regulation, or court order to disclose the Disclosing Party's Confidential Information, it may do so, **provided that** (to the extent legally allowed) it gives prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other appropriate remedy. The Receiving Party will disclose only the portion of information legally required and will use reasonable efforts to ensure the information remains confidential under the circumstances.

Publicity and Case Studies. Subject to the terms of this Agreement, Future may identify the Client as a customer and use the Client's name and logos ("**Client Marks**") in websites, pitches and sales materials. The Client grants Future a non-exclusive, royalty-free, revocable licence to use the Client Marks for these purposes.

Duration: These confidentiality obligations begin on the Effective Date of this Agreement (or, if earlier, from the time any

Confidential Information was exchanged in anticipation of the Agreement) and continue for **3 years after the Agreement ends**. However, any trade secrets (or comparably sensitive confidential information) will remain protected for as long as they remain trade secrets or confidential under applicable law.

7. Warranties and Disclaimers

Authority and Performance Warranty: Each party represents and warrants that it has the full right and authority to enter into this Agreement and to perform its obligations. We also warrant that we will perform the services with reasonable care and skill. We will make reasonable efforts to ensure any deliverables materially conform to the specifications or descriptions agreed in the Commercial Terms or IO.

Your Materials: You represent and warrant that any materials, content, or instructions you provide to us are your own or you have the legal right to provide them, and our use of them as permitted under this Agreement will not infringe the rights of any third party. You also warrant that you will comply with all laws applicable to your use of any deliverables or services we provide.

Compliance with Laws: Both parties will comply with all laws and regulations that apply to their respective performance under this Agreement. This includes (where applicable) data protection and privacy laws in the handling of personal data, anti-bribery and anti-corruption laws, modern slavery laws, export control and sanctions regulations, and any other laws relevant to the services or deliverables.

Where we process **personal data** on your behalf, the parties will comply with the **Data Processing Addendum** (DPA) referenced in the Order, which is incorporated into this Agreement by reference and prevails over this MSA in respect of the processing of personal data.

No Other Warranties: Except for the express warranties stated in this Agreement, neither party makes any other warranties or guarantees, express or implied. To the fullest extent permitted by law, **we expressly disclaim any implied warranties** or conditions of merchantability, fitness for a particular purpose, or any warranties arising from course of dealing or usage of trade. We do not guarantee that the services or deliverables will achieve your intended results or that they will be uninterrupted or error-free, except as specifically promised in this Agreement.

If applicable law does not allow the exclusion of certain warranties, then any required warranty will exist only to the minimum extent legally required.

8. Limitation of Liability

To the fullest extent allowed by law, **neither party will be liable to the other for any indirect, special, incidental, or consequential damages**. This means that neither of us will seek damages for things like lost profits, lost revenue, lost business opportunities, loss of data, or punitive damages arising from a breach of this Agreement, even if the party knew such losses were possible.

Our **total liability for all claims arising out of or related to this Agreement will be capped at the total amount of fees actually paid (or payable) under this Agreement**. This liability cap applies whether the claim is based on contract, tort (including negligence), or any other theory of liability.

Exceptions: The above exclusions and cap on liability will not apply to any liability that cannot legally be limited or excluded under applicable law (for example, certain statutory liabilities or liability for personal injury or fraud). In such cases, each party's liability will be limited to the greatest extent permitted by law, but this section will not be construed to limit any party's liability beyond what is legally allowed.

9. Force Majeure

Neither party will be liable for any failure or delay in performing its obligations (other than payment obligations) if that failure or delay is caused by circumstances beyond that party's reasonable control. Such **force majeure** events include, for example, natural disasters (like floods, earthquakes, hurricanes), fire, epidemic or pandemic,

acts of government or regulations, war, terrorism, civil unrest, strikes or labor disturbances, failure of public utilities or communication networks, or other events outside the party's control.

If a force majeure event occurs that materially affects a party's ability to perform, that party should promptly notify the other party, describing the nature of the event and its expected duration. The affected party should use reasonable efforts to mitigate the impact and resume performance as soon as feasible. If the force majeure event continues for more than 30 days, either party may choose to terminate this Agreement (or any affected order) by giving written notice to the other. In such case, neither party will be considered in breach due to the failure to perform during the force majeure, and any prepaid fees for services not delivered will be refunded. Each party will still be responsible to pay for obligations already performed up to the termination.

10. Governing Law and Jurisdiction

This Agreement's governing law and jurisdiction will depend on the Future B2B contracting entity specified in the Commercial Terms:

(i) If the party providing the services is **Future B2B LLC**, then this Agreement is governed by the laws of the **State of New York, USA**, without regard to its conflict-of-law principles. The parties agree that any claims or legal proceedings arising out of or relating to this Agreement will be brought **exclusively in the state or federal courts located in New York, New York**, and each party consents to the personal jurisdiction of those courts.

(ii) If the party providing the services is **Future B2B Limited**, then this Agreement is governed by the laws of **England and Wales**. The parties agree that any disputes or legal proceedings arising out of or relating to this Agreement will be subject to the **exclusive jurisdiction of the English courts**.

11. Miscellaneous

Relationship of Parties: The parties are independent contractors to each other. Nothing in this Agreement creates any joint venture, partnership, agency, fiduciary, or employment relationship between us. Neither party is an agent of the other, and neither has any right or authority to make any contract, representation, or commitment on behalf of the other unless expressly authorized in writing.

Agencies: If the Client or any of its Affiliates enters into this Agreement as agent for an advertiser, it (a) warrants that it shall name its principal in the Commercial Terms; (b) warrants authority to bind the advertiser named in the Order; and (c) remains jointly and severally liable with that advertiser.

Assignment: Neither party may assign or transfer this Agreement (in whole or in part) to any third party without the prior written consent of the other party except we may assign this Agreement to an Affiliate of ours if we provide notice to you.

Entire Agreement: This Agreement (including the Commercial Terms, any applicable Product Terms, and any attachments or documents expressly incorporated by reference) constitutes the **entire agreement** between the parties with respect to its subject matter and supersedes all prior agreements or understandings, whether written or oral, relating to the same subject. Each party acknowledges that in entering this Agreement it is not relying on any promises, representations, or understandings that are not expressly stated in this written Agreement.

Amendments: Any amendment or modification to this Agreement must be in writing and signed by both parties. This can include a signed document delivered electronically. No oral modifications will be effective. You agree that any terms and conditions contained in a purchase order provided by you or made available on a portal provided by you do not apply and will not be incorporated into this Agreement.

No Waiver: If either party fails to enforce any provision of this Agreement or delays in enforcing it, that will not be considered a waiver of its rights.

Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be deemed modified to the minimum extent necessary to make it enforceable (if possible), and if it cannot be made enforceable, then that provision will be severed and deleted. In either case, the rest of the Agreement will remain in full effect, and the invalid provision will not affect the validity or enforceability of the remaining provisions.

Notices: We will send notices under this Agreement by email to the Client Representative identified in the Commercial Terms. You must send notice to Legal@Futurenet.com. Notices will be deemed to have been delivered on the date the email was successfully delivered to the recipient's server (provided no bounce-back or error message is received). If notice cannot be sent by email, it can be sent by post to the other party's registered address.

Third-Party Beneficiaries: This Agreement is made only for the benefit of the parties and their permitted successors and assigns. It is not intended to benefit any third party, and no third party has the right to enforce any term of this Agreement.

We may provide some or all of the contracted services through one or more of our affiliates. If one of our affiliates performs any obligations or exercises any rights under the Agreement, it will be as though the affiliate were the original contracting party and it will perform and benefit from all applicable contractual rights and obligations. Each party shall be liable for the acts and omissions of its Affiliates as if they were its own acts and omissions.

Counterparts; electronic signatures. This Agreement may be executed in counterparts and by electronic signature (including through a recognised e-signature service). Each such counterpart and electronic signature will be deemed an original and together they constitute one instrument.