

A NEW ICON TERMS OF USE

LAST UPDATED: 15 July 2022

These terms of use (together with the documents referred to in these terms of use) (the “**Terms of Use**”) set out the terms and conditions on which you may access and make use of the A New Icon website (www.anewicon.com) (and its related sub-domains, and applications) and the products, services and documents made available through the A New Icon website (together the “**New Icon Service**”).

The New Icon Service is operated by A New Icon Limited (“**we**”, “**our**”, “**us**”). We are registered in England and Wales under company number 13901992 and have our registered office at Unit 6 Riverside Business Centre, Brighton Road, Shoreham-By-Sea, West Sussex, England, BN43 6RE.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE NEW ICON SERVICE. YOUR ACCESS AND USE OF THE NEW ICON SERVICE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE, WHICH ESTABLISH A CONTRACTUAL RELATIONSHIP BETWEEN YOU AND US.

1 Background

(a) The New Icon Service is an online marketplace that connects registered athletes wishing to obtain sponsorship in exchange for performing certain services (“**Athlete(s)**”, “**you**”, “**your**”) with registered companies or such other entities who wish sponsor Athletes in return for such certain services (“**Sponsor(s)**”, “**you**”, “**your**”). Commercial agents (“**Commercial Agents**”) may act on behalf of either a Sponsor or an Athlete and shall be subject to the same Terms of Use as the party on whose behalf they are acting. Athlete, Sponsor, Commercial Agent, or any other user of the New Icon Service are collectively referred to as “**User(s)**”.

(b) **As part of the New Icon Service, we may provide a template sponsorship agreement (the “Sponsorship Agreement”) for use between the Athlete and the Sponsor. You expressly acknowledge and agree that:**

(i) **The Sponsorship Agreement is for informational purposes only, may not be complete or accurate, may not reflect current legal developments and does not constitute a solicitation or legal advice.**

(ii) **You should obtain independent legal advice from a registered lawyer in your territory before using the Sponsorship Agreement.**

(iii) **You should read the Sponsorship Agreement with care and modify, delete or add to the terms of the Sponsorship Agreement as necessary.**

(iv) **No lawyer-client relationship has been formed by the author(s) of the Sponsorship Agreement and you.**

(v) **To the fullest extent permitted under applicable law, A New Icon Limited expressly disclaims all liability in respect to any actions taken or not taken based on any or all of the contents of the Sponsorship Agreement.**

(c) **The New Icon Service is simply a technology platform that enables Sponsors to connect with Athletes (and vice-versa). We are not a party to any Sponsorship Agreement between a Sponsor and an Athlete, nor are we (save as expressly set out herein) responsible for the provision of or failure to provide any services under that Sponsorship Agreement.**

(d) **As part of the New Icon Service, the Sponsor may offer the Athlete equity in the Sponsor. Should the Athlete and the Sponsor enter into a commercial agreement for the provision of equity (the “Equity Agreement”), the disclaimers and limitations of liability of A New Icon in these Terms relating to the Sponsorship Agreement shall apply equally to the Equity Agreement.**

2 Becoming A New Icon User

(a) In order to become a User (and therefore be able to provide your services as an Athlete, or sponsor Athletes through the New Icon Service as a Sponsor) you will need to create an account and profile with us. You will be asked



to provide us with certain registration information – please make sure it is true and accurate – and we will send you an email confirmation once your account has been opened.

(b) Sponsors obtain certain services from Athletes through the New Icon Service by submitting details of the services that they require, any price range they have in mind for the services or particular services and/or such other relevant information as we may request, via a campaign proposal form (a “**Campaign Request**”). A New Icon reserves the right to reject any Campaign Request at its sole discretion.

(c) Following acceptance of a Campaign Request by A New Icon via the New Icon Service, the Sponsor may search for and invite an Athlete to fulfil the Campaign Request. Athletes may also use the New Icon Service to search for a Sponsor’s published Campaign Request and apply to fulfil such Campaign Request.

(d) The Sponsor shall determine via the New Icon Service the Athlete that will be awarded the sponsorship, and the Athlete and Sponsor shall be free to enter into a Sponsorship Agreement for such services and/or Equity Agreement.

(e) We simply facilitate the sponsorship of, and payment for, the Athlete’s services. Accordingly, the Sponsorship Agreement is between the relevant Athlete and the relevant Sponsor, and not between the Sponsor and/or Athlete, and A New Icon Limited.

3 Charges

(a) Currently, our platform is provided to Users free of charge, although we reserve the right to charge for access to the platform in the future (subject to obtaining the prior agreement of Users to any such charges).

(b) There are however some fees that apply in respect of the New Icon Services:

(i) **Performance Fee.** This is the cash consideration owed by a Sponsor to an Athlete pursuant to the terms of a Sponsorship Agreement.

(ii) **New Icon Commission.** All cash payments between the Sponsor and Athletes who have been introduced through the New Icon Service are subject to a commission payable to A New Icon Limited of between 10-12% of the Performance Fee (such percentage to be subject to change where agreed with the relevant Sponsor) (the “**Commission**”). No commission will be collected on deals where payment is in the form of a product or service (i.e. value in kind). Commission shall be payable by the Sponsor on top of the Performance Fee, and is non-refundable.

(iii) **Payment to Athlete.** When a campaign is complete and the Athlete has fulfilled his or her obligations under the Sponsorship Agreement, we will release the Performance Fee (or any part thereof) to the Athlete.

(iv) **Cancelled Deals.** If an Athlete and/or Sponsor cancels a deal or the Athlete otherwise does not fulfil his or her obligations under a Sponsorship Agreement, we will return the pre-paid portion of the Performance Fee to the Sponsor in so far as it relates to any non-performance of the Athlete’s obligations, in the form of a refund. Athlete shall deliver up any Value in Kind received in accordance with the Sponsorship Agreement. You agree that any disputes in relation to such cancellation and/or refund are solely a matter for the Athlete and the Sponsor and not us.

(v) **Transaction Fee.** The Athlete and/or Sponsor shall be responsible for any transaction fees (or such other charges) incurred by us in our payment collection and distribution services (including without limitation remitting the Performance Fee to the Athlete (or any refund to the Sponsor due to cancellation by the Athlete (if applicable))).

(vi) **Expenses.** Sponsor acknowledges and agrees that any costs and expenses incurred by the Athlete in providing the services under the Sponsorship Agreement may be reimbursed by Sponsor to the Athlete in addition to the Performance Fee, in accordance with the terms of the Sponsorship Agreement.



- (c) Each Sponsor is required to pay the relevant charges together with any applicable VAT or such other sales tax.

4 Payment Process

(a) Unless otherwise agreed in writing by all parties (including A New Icon Limited), on completion of a Campaign Request and signature of the Sponsorship Agreement, we will charge, and the Sponsor shall pay, a sum at least equivalent to the Performance Fee (plus Commission) via its designated PayPal account (or any account that the Sponsor holds with an alternative platform nominated by us from time to time), and we will hold such sums in escrow pending completion of the relevant Athlete's services pursuant to the Campaign Request (or any part thereof). No services should be provided by the Athlete until we have received the Performance Fee (plus Commission) in escrow from the Sponsor.

(b) Upon the completion of the Sponsorship Agreement, the Athlete will confirm, via the New Icon Service (or such other method as New Icon may nominate), that the service (or any part thereof) has been completed, and the Sponsor shall approve and confirm that the service has been completed.

(c) Upon approval and confirmation by the Sponsor, we shall release the Performance Fee (or any part thereof) held in escrow that relates to such services, and the Performance Fee (or any part thereof) shall be paid to the Athlete's PayPal account (or any account that the Athlete holds with an alternative platform nominated by us from time to time).

(d) The Sponsor acknowledges and agrees that we shall be entitled (and Sponsor provide us with express authorisation) to debit the Sponsor's designated account (or any account that the Sponsor holds with an alternative platform nominated by us from time to time) or provide an invoice to the Sponsor separately for the full amount of the agreed charges if payment is not received in accordance with sub-paragraph (a) above.

(e) Athlete acknowledge and agree that we facilitate the Sponsor's payment of the applicable charges on behalf of the Athlete as disclosed payment agent for the Athlete (as principal). Payment of the Performance Fee in this manner shall be considered the same as payment made directly by a Sponsor to the Athlete. Each Athlete understands that our obligation to pay the Athlete is subject to and conditional upon successful receipt of the associated payments from the Sponsor. In accepting appointment as the limited payment collection agent of the Athlete, we assume no liability for any acts or omissions of the Athlete.

5 Athletes, Sponsors and Commercial Agent

(a) The Athletes are independent contractors and do not have any employment relationship with us.

(b) Whilst we do some due diligence on each Athlete and Sponsor we do not vet them or undertake any background checks. Accordingly, you are advised to do your own further checks on a relevant Athlete or Sponsor as required (for example by searching against their name in a search engine). **Further, we disclaim any and all liability, to the extent permitted by applicable law, in relation to the quality, suitability, or ability of any Athlete or Sponsor.**

(c) Commercial Agents hereby warrant and represent that they have the necessary authority and permissions required to act on behalf of the Sponsor or Athlete (as applicable).

6 Disputes, questions and feedback

Between you and A New Icon Limited

You should provide any feedback, questions and complaints relating to the New Icon Service to us by email at customerservice@anewicon.com or by telephone to any dedicated customer service line that we may operate from



time to time.

Between the Sponsor and Athlete

A New Icon Limited has no obligation to resolve disputes between Sponsors and Athletes. If such a dispute arises, A New Icon Limited may, in its sole discretion and without incurring liability, facilitate communication between the relevant Sponsor and Athlete, or otherwise take any actions we deem appropriate to resolve the dispute.

Feedback

We own any and all know-how obtained or developed in connection with the provision of the New Icon Service including any feedback/comments provided by you in relation to the New Icon Service. You agree and acknowledge that you do not obtain or claim any right, title or interest in or to such know-how or feedback/comments, including in any modifications we make to the New Icon Service as a result of such know-how or feedback/comments.

7 Availability of the New Icon Service. We do not guarantee that the New Icon Service, or any content or other information on it (**Content**), will always be available or be uninterrupted. Access to the New Icon Service is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the New Icon Service without notice. We will not be liable to you if for any reason the New Icon Service is unavailable at any time or for any period or if your location is unavailable on the New Icon Service. You are responsible for obtaining the data network access necessary to use the New Icon Service.

8 Your account/password and information you provide to us

(a) In order to use the New Icon Service, you must be at least eighteen (18) years of age, be or the equivalent minimum age in your home country competent to enter into a contract under applicable laws. If you are below the age of eighteen (18) or equivalent minimum age, your legal parent/guardian must have reviewed and agreed to these Terms of Use and consent to you to accessing the New Icon Service and entering into any Sponsorship Agreement. If you do not meet these requirements we are unable to provide the New Icon Services to you.

(b) You must not authorise third parties to use your account or assign or otherwise transfer your account to any other person. However, if you are: (i) under 18 years of age and have consent from a legal parent/guardian; or (ii) have a Commercial Agent, then such legal parent/guardian or Commercial Agent may have access to and use of your account, subject always to their compliance with these Terms of Use.

(c) Account registration requires you to provide us with certain personal information relating to you which shall be collected in accordance with our privacy policy (see section 18 below).

(d) In creating an account you agree that we may send you emails in relation to the New Icon Service in order to communicate with you and to provide you with the New Icon Service.

(e) Whenever you make use of a feature of the New Icon Service that allows you to submit information to us for use in the New Icon Service, you warrant that: (i) all such information is true, accurate and not misleading; and (ii) we have the right to rely on that information and include it (at our discretion) in the New Icon Service.

(f) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party and must take all reasonable steps to ensure that no unauthorised person shall have access to such information. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.



9 Suitability and accuracy of Content

(a) We will update the New Icon Service from time to time, and may change the Content at any time. Whilst we will endeavour to tailor Content so that it is relevant to you, all information or advice provided as part of the New Icon Service is generic in nature and you should not rely on it in connection with the making of any decision.

(b) We will also endeavour to ensure that all Content is materially accurate at the time of its inclusion on the New Icon Service, but we do not guarantee that the New Icon Service, or any Content, will be free from errors or omissions.

10 Third party terms. Where any element of the New Icon Service is made available to download on a third party platform, your downloading, installation and use of that element of the New Icon Service is bound by the terms and conditions of the operator of the relevant platform, as well as by these Terms of Use. In the event of any conflict or inconsistency between the terms and conditions of the operator of the relevant platform and these Terms of Use, the terms and conditions of the operator of the relevant platform shall prevail.

11 Links to third party websites

(a) We may from time to time provide links to third party websites as part of the New Icon Service. The information provided on or via the New Icon Service is for information only and does not constitute or form part of any offer or invitation to sell any goods or services.

(b) We have no control over the third-party websites and accept no liability for any statements, information, content, products or services that are published on or may be accessible from those third party websites. It is of utmost importance that you thoroughly check all information provided on the third party websites before you commit to procuring any goods or services.

12 Reviews. If we make available functionality which allows you to provide a review for use on the New Icon Service, you agree that: (i) the review represents your honestly-held belief; (ii) we have the right to use that review on the New Icon Service or other media platforms, and modify its content, at our discretion; (iii) we have the right to attribute that review to your username; and (iv) we may remove the review from the New Icon Service at any time and in our sole discretion. We disclaim any and all liability, to the extent permitted by applicable law, in relation to any reviews on the New Icon Service.

13 Intellectual property rights

(a) We are the owner or the licensee of all intellectual property rights in the New Icon Service, and in all material published on it. We grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable licence to access and use the New Icon Service and all material published on it on your personal device, in each case solely for your personal and non-commercial use. All other rights are reserved to us.

(b) You agree not to: (i) copy any element of our website or digital content; (ii) make alterations to, or modifications of, the whole or any part of our website or the digital content, or permit our website or any part of it to be combined with, or become incorporated in, any other programs; (iii) use any element of the New Icon Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms of use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, in our website; (iv) publish any defamatory, indecent, misleading, discriminatory or offensive content on our website, or about A New Icon Limited, in any way; (v) disclose any sensitive or personal information about another person; (vi) impersonate any person; (vii) use the New Icon Service to find an Athlete and/or Sponsor and then complete a sponsorship contract (or similar agreement) independent of the New Icon Service, in order to circumvent the obligation to pay the Commission or such other sums owed to A New Icon Limited; (viii) directly advertise to other Users without our consent; (ix) use any data mining, data gathering or data extraction tools to collect user names, e-



mail addresses or any other data from our website for any purpose; (x) infringe our intellectual property rights or those of any third party in relation to your use of the New Icon Service; or (xi) breach or circumvent any laws, third-party rights or our systems or policies.

(c) When creating your account, you may provide us with content (including causing content to be uploaded to the New Icon Service). You grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, sublicensable right to use the content (including, without limitation, creating and using derivative works). You authorise us to exercise any and all copyright, trademark, publicity, database or other intellectual property rights you have in or to the content in any media known now or developed in the future for these purposes. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights or any other intellectual property rights you have in the content against us, our sublicensees or our assignees.

14 Limitation of our liability

(a) **NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.**

(b) **THE NEW ICON SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO THE NEW ICON SERVICE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES PROVIDED THROUGH THE NEW ICON SERVICE OR OF THE QUALITY, SUITABILITY, OR ABILITY OF ANY ATHLETE).**

(c) **WE WILL NOT BE LIABLE TO ANY USER FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:**

(i) **USE OF, OR INABILITY TO USE, THE NEW ICON SERVICE;**

(ii) **USE OF, OR RELIANCE ON, ANY CONTENT DISPLAYED ON THE NEW ICON SERVICE;**

(iii) **ANY TRANSACTION OR RELATIONSHIP BETWEEN THE SPONSOR AND ATHLETE;**

(iv) **ANY CONDUCT OF THE SPONSOR AND ATHLETE;**

(v) **ANY FAILURE IN PERFORMANCE FOR CAUSES BEYOND OUR CONTROL; OR**

(vi) **YOUR CONNECTING TO ANY LINKED THIRD PARTY WEBSITES OR ANY STATEMENTS, INFORMATION, CONTENT, PRODUCTS OR SERVICES THAT ARE PUBLISHED ON, OR MAY BE ACCESSIBLE FROM, ANY LINKED THIRD PARTY WEBSITE.**

(d) **IN ADDITION, WE HAVE NO LIABILITY TO YOU FOR ANY (DIRECT OR INDIRECT):**

(i) **INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES;**

(ii) **LOSS OF PROFIT, LOSS OF OR CORRUPTION OF DATA, LOSS OF REPUTATION, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO THE NEW ICON SERVICE OR ANY SERVICES BY ATHLETES; OR**

(iii) **LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER**



PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE NEW ICON SERVICE OR TO YOUR DOWNLOADING OF ANY CONTENT ON IT, OR ON ANY WEBSITE LINKED TO IT.

(e) **GIVEN THAT WE OPERATE AS A PLATFORM AND DO NOT PROVIDE SPONSORSHIP OR ENDORSEMENT SERVICES OURSELVES, OUR MAXIMUM LIABILITY TO YOU (WHETHER IN CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION OR UNDER ANY OTHER LEGAL HEAD OF LIABILITY) IN RELATION TO YOUR USE OR INABILITY IN USE OR DELAY IN USE OF THE NEW ICON SERVICE SHALL BE £100.**

(f) **NOTHING IN THESE TERMS OF USE SHALL AFFECT YOUR STATUTORY RIGHTS IF YOU ARE CONSIDERED A CONSUMER.**

15 Indemnity.

(a) You agree to indemnify and hold A New Icon Limited and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, expenses (including legal fees) arising out of or in connection with: (i) your use of the New Icon Service (or services obtained via Athletes through the New Icon Service); (ii) your breach of these Terms of Use; (iii) our use of your content in accordance with these Terms of Use; or (iv) your infringement of the rights of any third party.

(b) To the maximum extent permitted by applicable law, you agree to release, defend (at A New Icon Limited's option), indemnify, and hold A New Icon Limited and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of any payment terms or obligations (including under any Sponsorship Agreement); (ii) your improper use of the payment services; (iii) your failure, or our failure at your direction, to accurately report, collect or remit taxes; (iv) any non-payment by you, or any claims made by the Athlete or Sponsor in respect of any such non-payment; or (v) your breach of any laws, regulations, or third-party rights.

16 Force Majeure. We shall not be liable for any failure to fulfil any of our obligations to you insofar as such failure is due to a Force Majeure Event. For the purposes of these Terms of Use, **Force Majeure Event** means all events beyond our control including war, hostilities, invasion, riot, civil commotion, royal bereavement, strikes, government control, network or telecommunications system failure, lock-outs, fire, flood, storm or other natural catastrophe.

17 Termination. We may terminate these Terms of Use and the New Icon Service (or any part of it) at any time and for any reason. We will provide you with as much notice as is reasonably possible of any such termination, unless: (i) you are in material breach of these Terms of Use; or (ii) in our opinion any delay in termination would expose us or any third party to a risk of harm or damage, in which case we may terminate these Terms of Use immediately.

18 Your personal data. Our collection and use of your personal data shall be in accordance with our privacy policy located <https://www.anewicon.com/media/laycycoh/privacy-policy.pdf>.

19 Viruses. We do not guarantee that the New Icon Service will be secure or free from bugs or viruses. You must not: (a) misuse the New Icon Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful; (b) attempt to gain unauthorised access to the New Icon Service, the server on which the New Icon Service is stored or any server, computer or database connected to the New Icon Service; or (c) attack the New Icon Service via a denial-of-service attack or a distributed denial-of service attack.

20 Severability. Each paragraph (and sub-paragraph) of these Terms of Use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining paragraphs (or sub-paragraphs) will remain in full force and effect.



21 Applicable law and jurisdiction. These Terms of Use, their subject matter and their formation, are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.

22 Changes to these terms. We may revise these Terms of Use at any time by posting the updated Terms of Use on the New Icon website. It is your responsibility to check the New Icon website regularly for any changes and your continued use of the New Icon Service after these Terms of Use are amended shall constitute your consent to be bound by these amended Terms of Use.

23 Contact us. To contact us, please email customerservice@anewicon.com.