

CONSULTANCY AGREEMENT

This Agreement is between:

Company: **GB News Limited** of Riverbank House, 2 Swan Lane, London, United Kingdom, EC4R 3TT (the "Company")

Presenter: **Boris Johnson** of 9 Bonhill Street, London EC2A 4DJ, United Kingdom (the "Presenter")

By e-mail to: shelley@borisjohnsonoffice.com

SUMMARY TERMS

These terms together with the Detailed Terms constitute a Consultancy Agreement between the Company and the Presenter.

Services	<p>The Presenter shall have the following duties (collectively described as the "Services"): </p> <ul style="list-style-type: none">• Presenting a prime-time programme six times per year either pre-recorded or live as mutually agreed in accordance with your schedule (the "Programme").• Hosting one additional (seventh) "on location" version of the Programme at a UK location outside the (the "Live Audience Shows").• Regular live contributions to other GB News shows which can be either in person or via videolink to be mutually agreed in advance with a minimum of 9 such contribution per year (the "Regular Contributions")• A minimum of 3 extended feature in-studio appearances on GB News political programming as requested, such as State of The Nation and Sundays (the "Feature Contributions").• Be a part of the GB News' UK commentating team featuring at a minimum one feature length exclusive interview on the day following the UK general election (the "Guaranteed UK Election Coverage");• Optionally – at Presenter's sole election – be a leading part of the GB News' UK general election commentating team for the duration of GB News' election night coverage (the "Optional UK Election Coverage");• Be a part of GB News' US election commentating team featuring at a minimum one feature length exclusive interview on the day following the election (the "Guaranteed US Election Coverage")
-----------------	---

	<ul style="list-style-type: none">Optionally – at Presenter’s sole election – be a leading part of the GB News’ US election commentating team for the duration of GB News’ election night coverage (the “Optional US Election Coverage”).The Presenter will liaise with the Company’s Editorial Director with respect to the Services.																								
Period of Engagement	<p>Start date: To be mutually agreed, but no later than 1 December 2023</p> <p>Initial Term: 12 months</p> <p>After the Initial Term, the Engagement shall be ongoing until terminated in accordance with this Agreement.</p> <p>Presenter to Company Notice Period: 6 months.</p> <p>Company to Company Notice Period: 6 months.</p>																								
Working Hours / Timing	Presenter agrees to work the hours required to fulfil the Services (and in particular, to discharge the journalistic and contributing duties, including adequate preparation, research and promotional time and attending such editorial and planning meetings as may be reasonably required) in a first-class manner as is customary in the UK broadcast industry.																								
Location	GB News Studio, currently located at The Point, 37 North Wharf Road, Paddington, W2 1AF (the “ Studio ”), or such other location as deemed appropriate by the Company to effectively discharge the duties.																								
Fees	<p><u>Base Fees</u></p> <p>A target of £350,000 per annum for the combination of (i) the minimum 6 episodes of the Programme, (ii) the minimum of 3 Feature Contributions, (iii) the minimum annual Live Audience Show, and (iv) the minimum 9 Regular Contributions. Payment will be on the delivery of each element of Services on the following basis:</p> <table><tr><th>Service</th><th>Unit Fee (£)</th><th>Min. No. Units</th><th>(Sub-)Total (£)</th></tr><tr><td>Programme</td><td>£30,000</td><td>6</td><td>£180,000</td></tr><tr><td>Live Audience Show</td><td>£57,500</td><td>1</td><td>£ 57,500</td></tr><tr><td>Feature Contributions</td><td>£15,000</td><td>3</td><td>£ 45,000</td></tr><tr><td>Regular Contributions</td><td>£ 7,500</td><td>9</td><td>£ 67,500</td></tr><tr><td>Total</td><td></td><td>19</td><td>£350,000</td></tr></table> <p>For the avoidance of doubt, if an element is not delivered by Presenter, the fee for that element shall not be payable.</p>	Service	Unit Fee (£)	Min. No. Units	(Sub-)Total (£)	Programme	£30,000	6	£180,000	Live Audience Show	£57,500	1	£ 57,500	Feature Contributions	£15,000	3	£ 45,000	Regular Contributions	£ 7,500	9	£ 67,500	Total		19	£350,000
Service	Unit Fee (£)	Min. No. Units	(Sub-)Total (£)																						
Programme	£30,000	6	£180,000																						
Live Audience Show	£57,500	1	£ 57,500																						
Feature Contributions	£15,000	3	£ 45,000																						
Regular Contributions	£ 7,500	9	£ 67,500																						
Total		19	£350,000																						

	<p><u>Election Coverage Fees</u></p> <ul style="list-style-type: none"> • £25,000 for the UK Election Coverage • £12,500 for the US Election Coverage <p><u>Additional Fees</u></p> <ul style="list-style-type: none"> • £25,000 per additional episode of the Programme • £50,000 per additional Live Audience Show • £10,000 per additional Feature Contribution • £5,000 per additional Regular Contribution • £75,000 for the Optional UK Election Coverage • £37,500 for the Optional US Election Coverage
Expenses	The Company will reimburse the Presenter for all reasonable expenses incurred by Presenter during the provision of the Services, subject to those expenses being incurred in accordance with the Company's expenses policy and approved in advance in writing by the Company.
Exclusivity	<p>Per Clause 11 of the Detailed Terms, this arrangement requires exclusivity to GB News across all UK media, except as set out in Schedule 1 hereto.</p> <p>For the avoidance of doubt any competing TV, Radio or audio-visual content service that is UK domiciled or primarily targets the UK shall in principle not be allowed given Presenter's exclusivity commitment to the Company.</p>
Editorial Charter and SoMe Policy	All presenters and contributors who work with GB News agree to act in accordance with our Social Media Policy and sign up to our Editorial Charter.
CEST Determination	Presenter will provide confirmation that Presenter has been treated as a freelancer in other engagements.

DETAILED TERMS

1 SCOPE OF SERVICES

- 1.1 The Company engages the Presenter to provide the services set out in the Summary Terms (as amended from time to time by agreement of the parties in writing) (the "Services").
- 1.2 The period of engagement is as set out in the Summary Terms.

2 PROVIDING THE SERVICES

- 2.1 The Presenter will provide the Services with all reasonable care and skill, efficiently and in a lawful, proper and timely manner.
- 2.2 The Presenter must:
 - (a) keep such records of work carried out as the Company may reasonably require; and
 - (b) provide reports or other information about the Services as and when reasonably required by the Company.
- 2.3 When providing the Services at the Company's premises, the Presenter must comply with any applicable policies, procedures and rules of the Company. Whether or not Services are being provided at the Company's premises, the Presenter must work within the spirit of the Company's Editorial Charter and Social Media Policy (copies of which are attached to this Agreement).
- 2.4 The Presenter must not offer, give, request or accept bribes and must comply with the Bribery Act 2010.
- 2.5 The Presenter must not commit a tax evasion facilitation offence under the Criminal Finances Act 2017 and must have regard to any risk assessment and policy that the Company may supply to it relating to the avoidance of tax evasion and the facilitation of tax evasion.

3 TIMING AND LOCATION

The Presenter will provide the Services as set out in the Summary Terms.

4 FEES AND EXPENSES

- 4.1 The Company will pay the Presenter fees for providing the Services as set out in the Summary Terms of this agreement to the satisfaction of the Company.
- 4.2 The Presenter will invoice fees and any agreed expenses in respect of Services on the last working day of each month in which a required Deliverable is performed to the satisfaction of the Company.
- 4.3 The Fee shall be inclusive of any entitlement to holiday pay that might arise under the Working time Regulations 1998 or otherwise, none being admitted as owing by the Company, and amounting to 12.07% of the fee.
- 4.4 Each invoice must be accompanied by a description of the Services provided, any expenses due and such other information as the Company may reasonably require from time to time.
- 4.5 The Company will pay the Presenter any fees due and invoiced within 30 days of receipt of an invoice complying with the requirements set out above.

- 4.6 All fees and other sums referred to in this Agreement are inclusive of VAT. The Company will pay to the Presenter such VAT (if any) as may be chargeable from time to time subject to receipt by the Company of an appropriate VAT invoice.
- 4.7 No sums will be due from the Company to the Presenter for providing the Services or in respect of expenses (if any) incurred by the Presenter other than those set out in this Agreement.
- 4.8 The Company shall be entitled to deduct from the fees (and any other sums) due to the Presenter any sums the Presenter may owe to the Company or any Group Company at any time.
- 4.9 Payment in full or in part of the fees claimed shall be without prejudice to any claims or rights the Company or any Group Company has or may have against the Presenter in respect of the provision of Services.

5 SERVICES NOT PROVIDED IN ACCORDANCE WITH THIS AGREEMENT

- 5.1 If the Presenter does not provide the Services in accordance with this Agreement, the Company may choose (at its sole discretion and without prejudice to any other remedies it may have):
 - (a) not to pay any fee in respect of such Services; or
 - (b) to require matters to be remedied at the Presenter's expense.
- 5.2 If the Company chooses to require the Presenter to remedy matters, then (without prejudice to any other rights or remedies it may have):
 - (a) no fee will be payable by the Company in respect of the Services in question unless and until matters have been remedied; and
 - (b) if matters are remedied,
 - (i) the Company will pay the fee due within 30 days of matters being remedied;
 - (ii) the fee due will not exceed the fee that would have been payable had the Services in question been provided initially in accordance with the Agreement.
- 5.3 The Presenter shall indemnify the Company and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this Agreement including but not limited to the failure to provide the Services, any negligent or reckless act, omission or default in the provision of the Services.

6 CONFIDENTIALITY

- 6.1 During and after the engagement by the Company, the Presenter must not (unless: required to do so by law; protected in doing so by a legal right of protected disclosure; for the purposes of reporting a suspected criminal offence to the police or any law enforcement agency; doing or saying anything that is required by HMRC or a regulator, ombudsman or other supervisory authority; or doing so in properly providing the Services):
 - (a) disclose any of the Company's or any Group Company's trade secrets or confidential information to any person; or

- (b) use any of the Company's or any Group Company's trade secrets or confidential information for any purposes other than the Company's.
- 6.2 The Presenter must make sure that all trade secrets and confidential information obtained or otherwise received in connection with the Services are kept securely and are protected effectively against improper disclosure or use. The Presenter must also use reasonable endeavours to prevent improper disclosure or use of such trade secrets or confidential information by third parties.
- 6.3 The words "confidential information" include but are not limited to:
 - (a) details of the Services to be rendered;
 - (b) the Fees agreed to be paid to the Presenter;
 - (c) lists of the Company's or any Group Company's actual or potential contacts or business partners and customers;
 - (d) details of relationships or arrangements with or knowledge of the requirements of the Company's or any Group Company's actual or potential business partners and customers;
 - (e) details of the Company's or any Group Company's business methods, finances, prices or pricing strategy, marketing or development plans or strategies;
 - (f) details of any tenders, pitches or presentations proposed or made by the Company or any Group Company;
 - (g) personal information about any of the Company's or any Group Company's directors or employees;
 - (h) information divulged to the Company or any Group Company by a third party in confidence;
 - (i) any information relating to the Company or any Group Company or any of its or their business partners and customers which the Company or any Group Company or the business partner and customer in question reasonably considers to be confidential.
- 6.4 These obligations will not apply to information which comes into the public domain other than by reason of the Presenter's default or breach of these obligations.

7 DATA PROTECTION AND MONITORING

7.1 In this Agreement:

- (a) "Data Protection Legislation" has the meaning set out in section 3(9) of the Data Protection Act 2018;
- (b) "UK GDPR" means UK GDPR as defined in regulation 2 of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Words and expressions defined in Article 4 of the UK GDPR shall have the same meaning in this Agreement.

- 7.2 In connection with this Agreement, each party shall comply with its obligations under Data Protection Legislation.

- 7.3 If and to the extent that the parties share personal data in connection with the Services, each party will be a separate (and not joint) controller. A party receiving shared personal data shall:
- (a) process that personal data only for the purposes of and in connection with the Services and not for any other purpose;
 - (b) promptly notify the other party if it
 - (i) receives any complaint, notice or other communication relating to the processing of that personal data or compliance with Data Protection Legislation; or
 - (ii) becomes aware of any personal data breach.
- and, in such circumstances, shall provide such information, co-operation and assistance as the other party may reasonably require;
- (c) process that personal data in a manner that ensures appropriate security of the data;
 - (d) ensure that the information required under Articles 13 and 14 of the UK GDPR (a privacy notice) is made available to any person who, in respect of that personal data, is a data subject.
- 7.4 If, in connection with the provision of the Services, the Presenter uses the Company's computer and IT systems, the Presenter:
- (a) must comply with the Company's IT and security policies;
 - (b) should be aware that Company monitors its IT systems, that e-mail and internet usage is logged and that e-mails may be opened by persons other than the intended recipient. The Company may access e-mails and use records/logs for business purposes, including checking and ensuring compliance with its policies and with applicable laws, for virus-checking, conducting investigations and dealing with emails in the absence of relevant personnel.

8 INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

- 8.1 The Presenter acknowledges that the Company or any Group Company is, from the date of creation, entitled to:
- (a) ownership of the Materials and Inventions; and
 - (b) all of the Intellectual Property Rights in the Materials and Inventions, which the Presenter hereby assigns to the Company or any Group Company with full title guarantee free from all encumbrances (and in the case of copyright and design rights by way of a present assignment of future copyright or design right, as applicable).
- 8.2 In this Agreement
- (a) "Materials" means any work or material created, developed, delivered or prepared by or on behalf of the Presenter during the course of or in connection with the Services (whether individually, collectively or jointly with the Company or any Group Company and on whatever media) including (without limitation) any documents, reports, studies, data, diagrams, charts, specifications or computer programs and related copies and working papers, whether created, developed, delivered or prepared before or after the signing of the Agreement;

- (b) "Intellectual Property Rights" means all present and future copyright, design rights (whether registered or unregistered), patents, database rights, trademarks (whether registered or unregistered), trading goodwill, performer's property rights, business names and any other analogous rights subsisting anywhere in the world and including all applications (or rights to apply), revivals, renewals and reversions; and
 - (c) "Inventions" means any invention, improvement, modification, device, concept, process, formula, model or prototype which is created, devised, developed, discovered or worked on by the Presenter (whether alone or jointly) during the course of or in connection with the Services.
- 8.3 The Presenter undertakes to do anything reasonably required (both during and after termination of the engagement) to ensure that all Intellectual Property Rights in the Materials and the Inventions belong to or are assigned to the Company or, if it requests, to any Group Company and to assist the Company or such Group Company in obtaining, registering, protecting, maintaining, enforcing or defending them (although the Company or any Group Company will not be obliged to do so).
- 8.4 The Presenter undertakes not to register or attempt to register any of the Intellectual Property Rights in the Materials and the Inventions unless requested to do so by the Company or any Group Company.
- 8.5 The Presenter will upon request by the Company or any Group Company, and in any event upon termination of the engagement, promptly deliver to the Company or any Group Company all Materials and Inventions in the Presenter's possession or control.
- 8.6 The Presenter will notify the Company or any Group Company of any Intellectual Property Rights owned by a third party which the Presenter intends to incorporate in the Materials or Inventions, where the relevant third party owner will not grant an assignment to the Presenter or the Company or any Group Company. The Presenter will obtain the Company's or any Group Company's prior written consent before using such Materials or Inventions in the course of the Services.
- 8.7 The Presenter warrants that they have not given and will not give permission to any third party to use any of the Materials or Inventions, nor any Intellectual Property Rights.
- 8.8 The Presenter will promptly disclose in writing and deliver any Inventions to the Company or any Group Company and will not disclose any Inventions to anyone else without the Company's prior written consent.
- 8.9 Both during and after the termination of this Agreement, the Presenter will give any information, explanations or demonstrations reasonably requested to enable the Company or any Group Company to make use of any Materials or Inventions.
- 8.10 If any moral right or analogous right arises in respect of any Materials or Inventions the Presenter:
 - (a) hereby irrevocably waives and agrees not to assert (save as directed by the Company) the right; and
 - (b) will ensure that all applicable consents have been obtained to entitle the Company and any Group Company to make the fullest use of the Intellectual Property Rights in the Materials and Inventions without restriction or further payment.
- 8.11 The Presenter consents to the Company doing any act which would, in the absence of such consent, infringe the Presenter's rights in performance under Part II of the Copyright, Designs

and Patents Act 1988 or any similar legislation anywhere in the world (such as recording a presentation or workshop given by the Presenter).

- 8.12 The Presenter agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any intellectual property infringement claim or other claim relating to the Materials or Inventions supplied by the Presenter to the Client during the course of providing the Services. The Presenter shall maintain adequate liability insurance coverage and ensure that the Company's interest is noted on the policy and shall supply a copy of the policy to the Company on request. The Company may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Presenter.
- 8.13 The Presenter acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this Agreement are due or may become due to the Presenter in respect of the performance of their obligations under this **Error! Bookmark not defined.**8.
- 8.14 The Presenter irrevocably appoints the Company to be their attorney in their name and on their behalf to execute documents, use the Presenter's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause 8.

9 DISCRIMINATION AND DIGNITY AT WORK

- 9.1 The Presenter must treat all employees, agents and contractors of the Company or any Group Company (and such agents' and contractors' employees) with respect and must not harass, victimise, or otherwise unlawfully discriminate against any such persons.
- 9.2 The Presenter will indemnify the Company and any Group Company and keep them indemnified against any claims, liabilities, costs and expenses which the Company incurs as a result of, or related to, breaches or alleged breaches by the Presenter of obligations under this Clause.

10 TERMINATION

- 10.1 Following the Initial Term (as defined in the "Period of Engagement section the the Summary terms), the Company may terminate the Presenter's engagement at any time by giving to the Presenter not less than that certain period of time as set out in the "Period of Engagement" section of the Summary Terms of written notice.
- 10.2 Following the Initial Term (as defined in the "Period of Engagement section the the Summary terms), the Presenter may terminate the engagement at any time by giving to the Company not less than that certain period of time as set out in the "Period of Engagement" section of the Summary Terms of written notice.
- 10.3 The Company may terminate the Presenter's engagement immediately by giving written notice having immediate effect if the Presenter is in material breach of this Agreement.
- 10.4 Upon termination of the engagement (or otherwise on request) the Presenter must:
- (a) provide such co-operation and information as the Company may reasonably request in connection with the termination and any consequences, including co-operating in a smooth handover of any ongoing work;

- (b) return immediately all items of the Company's or any Group Company's property in the Presenter's possession or control in connection with the engagement (including any security pass, disks, tapes, documents or copies of documents); and
 - (c) if the Presenter has any documents or information belonging to the Company or any Group Company on a personal computer, forward copies to the Company and then irretrievably delete them/it.
- 10.5 For the avoidance of doubt, the termination of the Presenter's engagement (however arising) will not affect:
 - (a) any rights or obligations which have accrued up to the date of termination; or
 - (b) any rights or obligations which survive the termination of the engagement.

11 RESTRICTIONS

- 11.1 Save for the activities specifically detailed in Schedule 1 of this agreement and subject to clause 11.2, during the engagement the Presenter must not, without the Company's written permission, hold office in, be employed by, be engaged in or by, or have any direct or indirect interest in, any other business or organisation (including but not limited to BBC News, LBC, Sky News, TalkRadio/TalkTV, Times Radio, Good Morning Britain, Jeremy Vine) however constituted if:
 - (a) such relationship would place the Presenter in a conflict of interest with the Company or any Group Company; or
 - (b) the business or organisation competes or is likely to compete with the Company or any Group Company.
- 11.2 Any exceptions would need prior approval in writing from the CEO, COO or Editorial Director of GB News.

12 STATUS AND TAX

- 12.1 The relationship of the Presenter to the Company will be that of independent contractor and nothing in this Agreement shall render them an employee, worker, agent or partner of the Company and the Consultant shall not hold themselves out as such. In particular, unless otherwise agreed in writing, the Presenter will have no right to make contracts or enter any engagements on the Company's behalf.
- 12.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Presenter shall be fully responsible for and shall indemnify the Company or any Group Company for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Presenter against the Company or any Group Company arising out of or in connection with the provision of the Services. The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Presenter.
- 12.3 The Presenter will account to the appropriate authorities for any income tax, national insurance contributions or VAT due in respect of sums payable in connection with this Agreement. The Presenter will indemnify the Company and keep the Company indemnified against:
 - (a) any claim or demand made against the Company in respect of any income tax or national insurance contributions in respect of sums payable in connection with this

Agreement and against any interest or penalties imposed in connection with any such tax or contributions;

- (b) any loss suffered as a result of any sums paid to the Presenter under this Agreement in respect of VAT not being recoverable as allowable input tax for VAT purposes under section 15 Value Added Tax Act 1983 and regulations made thereunder; and
- (c) any legal fees or other costs incurred by the Company in enforcing its rights under this clause; and

the Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Presenter.

12.4 As soon as reasonably practicable following a request from the Company, the Presenter shall:

- (a) provide the Company with such documentation and information as it reasonably requests to enable it to comply with its tax obligations; and
- (b) inform the Company of the Presenter's unique tax reference (UTR) number.

13 MISCELLANEOUS

- 13.1 In this Agreement references to "**Group Company**" mean any holding company or subsidiary of the Company from time to time and any other subsidiary of any holding company of the Company from time to time, where "holding company" and "subsidiary" have the meanings given in sections 1159 and 1173 of the Companies Act 2006.
- 13.2 The Presenter is not entering into the engagement in reliance upon any oral or written representations made by or on behalf of the Company and acknowledges they shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement .
- 13.3 This Agreement contains the whole agreement between the Company and the Presenter in connection with the Presenter's engagement by the Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.4 No variation of this Agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.5 Any Group Company may enjoy the benefit and enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding this, neither the Company nor the Presenter require the consent of any Group Company to rescind or vary this Agreement at any time, even if that variation of rescission affects the benefits conferred on such Group Company.
- 13.6 This Agreement will be governed by the laws of England and Wales and the Courts of England and Wales will have non-exclusive jurisdiction to adjudicate any disputes arising under it.

SCHEDULE 1

Agreed External Activities

Presenter writing columns for the Daily Mail (or alternatively for another UK newspaper should Presenter elect to move from the Daily Mail) are hereby pre-approved as an exception to the exclusivity provisions hereof.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

GB News Limited

acting by a director, ANGELOS FRANGOPOULOS

in the presence of:

Witness

Signature:

Name:

Address:

Occupation:

MARC SCHIPPER

RIVERBANK HOUSE
2 SWAN LANE
LONDON ECHR 3TT

DIRECTOR

13/10/2023

Signed as a deed by

Boris Johnson

in the presence of:

Witness

Signature:

Name:

Address:

Occupation:

S. WILLIAMS-WALKER

27 PANSRO HOUSE
GILBERT CLOSE
LONDON SE18 4RS

SENIOR ADVISOR
TO BORIS JOHNSON

Boris Johnson