



BARRY SEGAL

DATE 17TH SEPTEMBER 2014

RELEASE FORM

Dear Mr Segal,

RE: HSBC THANK YOU ONLINE CONTENT.

This is to confirm the agreement made between J. Walter Thompson Group Limited (“JWT”) on its own behalf and on behalf of **HSBC** together “the Companies” and yourself **Barry Segal**, as “the Artist”;

1. The Companies engage the Artist to render his/her services in order to enable the Companies to make the online content, including all aspects of pre production, production and postproduction. Dates for all shoot days will be designated by the Companies in consultation with the Artist.
2. The companies shall have the right (but shall not be obliged) to produce the above online content, including any and all alternative versions, any so-called cutdowns and editing variations (collectively known as the ‘online film’) featuring the Artist.
3. The Companies shall have the right (but shall not be obliged) to show the above online content as follows:
4. MEDIA: **‘Worldwide Online (including Social Media)’**

The films will be used as part of the HSBC Advance campaign – they will be posted on social media platforms, You Tube and on the HSBC YouTube channel. Also on a dedicated microsite where users will be able to create their own 'thank you' film, to share with someone who has supported them in achieving their goals

5. TERRITORY: **Global**
6. TERM: **In Perpetuity**

7. The Companies shall have the right to use the online content, without further payment, in national and international advertising festivals and competitions, the Companies controlled websites, showreels and intranet, trade and consumer shows, training purposes, internal PR purposes, editorially and by way of permitting third parties (but for not commercial purposes) to use the Commercial or elements thereof for review or research purposes, throughout the world and in perpetuity.
8. The Artist will not authorise his or her appearance in any advertising or promotion published during the Term in the Territory for any competitive products or services. The Artist further warrants and represents that he/she has not already authorised any such appearance. Should there be any doubt regarding the interpretation of competitive products or services the Artist shall refer to JWT.
9. The Artist warrants that he/she knows of no reason (Including without limitation, poor health, physical defect, infirmity and existing or pre-existing medical condition) that may prevent them from engaging or completing their engagement in the production of the Commercial.
10. The Artist confirms that he/she is under no obligation to any third party that would restrict in any way his right to enter into this agreement, that the fees stated shall represent full and final settlement of all monies due; and that he/she will avail himself to comply with any necessary insurance requirements.
11. The Artist shall not make any comments or disclose any matters whatsoever to the media or the public regarding the Commercial, the product or the Companies or do anything, nor is aware of anything subsisting, which in the reasonable opinion of the Companies would be likely to bring either the product or the Companies into disrepute or to devalue the Commercial. In such event the Companies reserve the right to terminate this contract forthwith and to recover in full any costs incurred. The particulars of this agreement shall remain confidential.
12. The Artist indemnifies the Companies against any claims, costs (including legal fees on an indemnity basis), proceedings, losses or damages incurred by or awarded against JWT, Client and their respective affiliates, licensees, sub-licensees and assignees resulting directly or indirectly from or by reason of any breach of any of the representations, warranties, undertakings and agreements made by the Artist hereunder.
13. This agreement constitutes the entire agreement between the parties and shall not be varied except in writing signed on behalf of all parties. This agreement supersedes all previous negotiations and agreements (if any).

This agreement shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

Kind Regards,

Carley Reynolds
Producer
JWT

I agree to the above terms and conditions

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Signed for and on behalf of

.....
Date

.....
(print name)