

**WATT CREATIVE STUDIO LTD**, standard terms & conditions of business (the “Terms and Conditions”).

The Terms and Conditions will apply to any Services provided to you (“the Client”) by us. We are WATT CREATIVE STUDIO LTD registered in England company number 12880763 and our registered address is 1 Market Street, Worthing, BN11 1BW (“Studio”), together defined as “the Parties”.

Any variation to these Terms and Conditions must be agreed between us and you in writing and the terms of any such variation shall supersede any provisions contained hereiN

1. Background
  - 1.1 The Studio is in the business of the provision of marketing services.
  - 1.2 The Client wishes to use Services to be provided by the Studio to manage and execute its marketing campaigns and activities. The definition of these Services shall be included in one or more Project Agreement and annexed at Schedule 1.
2. Definitions and Interpretation
  - 2.1 In these Terms and Conditions the following definitions apply:

Account/Project Manager	means the Studio’s representative appointed under clause 5.3 of this Agreement and advised to Client from time to time,
Accounts	means those products and/or services of the Client listed in Schedule 2;
Studio Material	means all material created and prepared by the Studio in providing the Services under this Agreement, including software tools, templates, Search Engine marketing documents, templates, guidelines and written instructions;
Agreement	means These Terms and Conditions and the Project Agreement and any written variations hereto, signed by the authorised representatives of the Parties.
Authorised Persons	means directors or employees of the Client authorised to approve or instruct the provision of Services and/or expenditure
Applicable Law	means applicable Law means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;
Campaign Manager	
Commencement Date	means the date on which these Terms and Conditions and the Project Agreement is incepted.

<p>Confidential Information</p>	<p>means any information, data and material of any nature which either Party may receive or obtain in connection with the Services or the Agreement and:</p> <ol style="list-style-type: none"> <li>1. which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or</li> <li>2. the release of which is likely to prejudice the commercial interests of the Studio or the Client respectively; or</li> <li>3. concerns the business, business plans, customers or associated companies of the Studio or the Client respectively; or</li> <li>4. any trade secrets or other information which is confidential, commercially sensitive relating or belonging to the Client including but not limited to information relating to the business methods, corporate plans, management systems, finances, new business opportunities, research and development projects, marketing or sales of any past, present or future product or service, secret formulae, processes, inventions, designs, know-how discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future product or service of the Client, lists or details of clients, potential clients or suppliers or the arrangements made with any client or supplier and any information in respect of which the Client owes an obligation of confidentiality to any third party.</li> </ol>
<p>Date Protection Laws</p>	<p>means any Applicable Law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including:</p> <ol style="list-style-type: none"> <li>1. the GDPR;</li> <li>2. the Data Protection Act 2018;</li> <li>3. any laws which implement any such laws;</li> <li>4. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and</li> <li>5. all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);</li> </ol>

Expense	means expenditure incurred with the Client's prior written agreement when such expenditure is procured on the Client's behalf by the Studio, including 3 <sup>rd</sup> party purchased website links and software tools.
Intellectual Property Rights	<p>means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:</p> <ul style="list-style-type: none"> <li>(a) whether registered or not;</li> <li>(b) including any applications to protect or register such rights;</li> <li>(c) including all renewals and extensions of such rights or applications;</li> <li>(d) whether vested, contingent or future;</li> <li>(e) to which the relevant party is or may be entitled, and</li> </ul> <p>in whichever part of the world existing;</p>
Project Agreement (s)	means any written agreements or contract between the Parties as set out in Schedule 2 for the Studio to provide the Services and the Client to pay fees, specifying the services to be provided by the Studio and the amount of the timing of the fees to be paid by the Client for such services and signed by the Studio's Account Manager and Client's Representative.
Rights	means any copyright, extended or revived copyright, design right, registered design right, patent, performer's property right, trade mark, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trade mark, registered design or similar registerable rights in any part of the world;
Services	means those services the Studio will perform for the Client and specified in the Project Agreement included in Schedule 2, or any other Project Agreement agreed between the Parties.
Software	means any proprietary software in object code and source code format, together with all programming documentation, data, information, pictures, images (whether moving or static) and reports of the Client used in the provision of the

	Services by the Studio (including any sub-routines, sub-elements or other generic parts of such software which constitute the “building blocks” of the underlying code)
Specification	means any specification produced by either party and agreed with the other;
Term	means the period from the Commencement Date until the proper termination of the Project Agreement;
Territory	means the territory defined in Clause 3;
Third Party Software	means any software owned by a third party used in the provision of the Services (including any sub-routines, sub-elements or other generic parts of software which constitute the “building blocks” of the underlying code and including any Open Source Software);
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.
Website(s)	means all pages of the Client’s website(s) established with the URL(s) specified in the Specification.
Working Day(s)	means a day (other than a Saturday or a Sunday) on which the clearing banks in the City of London are open for business;

- 2.2 All other defined words or phrases shall have the meaning given to them when they first appear in that form.
- 2.3 Words in the singular include the plural and vice versa and words in one gender include any other gender
- 2.4 The table of contents and headings are for convenience only and shall not affect the interpretation of these Terms and Conditions .
- 2.5 In this Agreement (except where the context otherwise requires) the clause headings are included for convenience only and shall not affect the interpretation of this Agreement, use of the singular includes the plural and vice versa and the use of any gender includes the other genders.
- 2.6 The Project Agreements agreed separately by each of us form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Project Agreements.
- 2.7 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended extended or re-enacted and to any subordinate legislation made from time to time under that provision.

### 3. Agreement to Act as Studio

The Client appoints the Studio on an exclusive basis to carry out, and the Studio agrees to provide, the Services described more fully in Schedule 1, or any other Project Agreement agreed

between the Parties, to the Client in the UK, and worldwide, including the world wide web or any other globally accessible medium (the "Territory") during the Term in accordance with these Terms and Conditions and any relevant Project Agreement (together "the Agreement").

#### 4. Term

4.1 These Terms and Conditions shall commence on the date that any relevant Project Agreement is accepted by the Client (the "Commencement Date") and shall continue in effect for the duration of the terms set out in the Project Agreement.

4.2 Either party may terminate this Agreement on not less than 30 Working Days written notice to the other party or such other period as may be set out in the Project Agreement.

4.3 Unless terminated earlier as permitted herein, the Agreement will be extended automatically for an additional term of 30 Working Days at the end of the period specified in any Project Agreement agreed between the Parties and each renewal term.

4.4 Either party may elect not to renew this Agreement by giving not less than 30 Working Days notice in writing to the other party.

#### 5. Services

5.1 The Studio will perform the Services detailed in any relevant Project Agreement(s) agreed between the Parties, for the Client in a proper, professional manner and to the best of its ability and at all times in good faith.

5.2 The Studio will appoint suitable personnel from our global network of freelancers with appropriate levels of experience and seniority to provide the Services.

5.3 The Studio will designate a Campaign Manager who will be its principal representative and point of contact with the Client on matters related to the management and performance of the Studio responsibilities under this Agreement. The Studio reserves the right to appoint an alternative Account/Project Manager following prior consultation with the Client.

#### 6. Client Obligations

6.1 The Client shall perform its obligations under the Agreement with reasonable care and skill and at all times in good faith.

6.2 The Client shall give the Studio all reasonable assistance in completing the Services and if appropriate promptly provide the Studio with any material or information reasonably requested by the Studio.

6.3 The Client shall comply with all the operating, management and control processes agreed between the parties in respect of the Services.

6.4 Following consultation with the Client, the Client agrees to implement (whether directly or through its subcontractors and/or agents) all reasonable recommendations made by the Studio in full and no later than 30 working days following agreement of such recommendations. Such recommendations include but are not limited to reasonable and relevant changes to the Client's website code and the content and data contained within its website.

#### 7. Studio's Status

The Studio acts in all its contracts as a principal at law.

## 8. Exclusivity

During the Term the Client shall not be entitled use any other third party to provide any of the Services defined in any Project Agreement(s) in the Territory without prior agreement of the Studio.

## 9. Approvals and Authority

9.1 Any reference in the Agreement to the Client's "written approval" or "written instructions" shall mean written approval or written instructions (including by email but not telephone) by an Authorised Person(s).

9.2 The Client will notify the Studio in writing of any change to the Authorised Persons during the Term. The Studio shall not be responsible for any delay in the performance of the Services resulting from the unavailability of an Authorised Person to provide approval required in the course of providing the Services.

9.3 For the purposes of the Agreement written approval shall mean approval signified by:

9.3.1 any fax, letter or form on the Client's notepaper bearing the signature of an Authorised Person; or

9.3.2 email emanating from the Client's e-mail address of an Authorised Person and expressly acknowledged by the Campaign Manager.

## 10. Amendments to Work in Progress

10.1 The Client may request the Studio to cancel or amend any and all plans or work in progress on not less than 30 Working Days written notice, or such other amount of time as the Parties may agree. The Studio will take all reasonable steps to comply with any such request provided that the Studio is able to do so within its contractual obligations to any third party suppliers.

10.2 In the event of any such cancellation or amendment the Client will reimburse the Studio for any charges or expenses incurred by the Studio to which the Studio is committed.

10.3 The Client shall also pay the Studio's remuneration, fees and expenses covering the cancelled or amended Services as well as any charges imposed on the Studio by third parties arising from the cancellation or amendment.

## 11. Remuneration and Payment

11.1 Where the Studio or its staff or subcontractors are involved in the provision of the Services on a time and materials basis (as set out in any Project Agreement) the Studio shall record and maintain accurate records of the time recorded and shall make available all such records within ten working days to Client upon receipt of written notice from the Client.

11.2 The Studio shall invoice the Client partially or in full, at any time following acceptance of this Agreement.

11.3 Client shall pay on demand the fees invoiced by the Studio strictly in accordance with the payment terms specified in any agreed Project Agreement.

11.4 The Studio shall invoice the client the fees set out in accordance with any relevant Project Agreement.

11.5 Should the Client dispute any fees invoiced by the Studio, the Client shall notify the Studio of any disputed amounts within five Working Days of the receipt of the invoice in writing.

11.4 Any dispute relating to fees shall be dealt with in accordance with clause 30..

11.5 Client shall not be entitled to withhold any amounts properly and correctly due to the Studio. Should the Client fail to pay any invoice or amount by its due date as indicated on the relevant invoice and which has not been disputed by the Client in accordance with clause 11.4, the Client shall immediately reimburse all and any amounts of the total discounts provided by the Studio, including but not limited to any discounts applied to the fees, performances Fees or any other costs and expenses invoiced to the Client and the Fees that would have become due in respect of any free days or free Services provided to the Client by the Studio from time to time. For the avoidance of doubt, the amounts to be reimbursed to Studio by the Client shall include the amounts of any discounts on all invoices previously presented to the Client or free days or free Services from the Commencement Date.

11.6 Time of payment is of the essence. Where sums due under these Terms and Conditions are not paid in full by the due date:

11.6.1 The Studio may exercise its statutory right under the Late Payment of Commercial Debts (Interest) Act 1998 ; and

11.6.2 Without limiting its other rights, charge interest on such sums at 8 % above the base rate of the Bank of England from time to time in force; and

11.6.3 Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment and compounding quarterly; and

11.6.4 The Studio reserves the right to immediately suspend all Services provided to the Client.

## 12. Disbursements

12.1 The Studio will invoice the Client in respect of the following costs correctly incurred by prior agreement with the Client in writing incurred by the Studio in performing the Services:

12.1.1 The cost of any third party costs including but not limited to media costs, fees, display advertising, link acquisition, insertions, ad serving, usability research, analytics consultancy, creative concepts, strategy consultancy.

12.1.2 Any reasonable and properly incurred travel and subsistence expenses.

12.1.3 The costs of any hardware, software, licenses incurred by the Studio in performing the Services.

## 13. Value Added Tax

VAT will be included and itemised separately on Studio invoices, where appropriate, at the rate prevailing from time to time.

## 14. Intellectual Property Rights

14.1 The Rights in all Studio Material shall remain with the Studio, unless otherwise agreed.

- 14.2 During the Term, the Studio grants the Client a non-exclusive, royalty-free, non-transferable licence to use the Studio Material solely for the Accounts under the Agreement.
- 14.3 The Studio shall obtain all such usage rights for the Client in respect of any Third Party Software or third party material as are deemed necessary by the Client.
- 14.4 The Client shall notify the Studio immediately if the Client becomes aware of any unauthorised use of the whole or any part of the Software by any person.
- 14.5 All rights in any Software or other property owned or licensed by the Client and accessed or used by the Studio shall vest in the Client.

#### 15. Confidential Information

- 15.1 The Parties acknowledge a duty during or after the Term to not disclose without the other's prior written consent any Confidential Information, subject to clause 15.4 below.
- 15.2 In particular during and for a period of 24 months after proper termination of the Agreement by either party both Parties undertake to the other to keep confidential any business, marketing, sales information and statistics relating to the Client's business with which the Client may supply the Studio in the course of any work for the Client.
- 15.3 Both Parties shall use reasonable endeavours to ensure these obligations are observed by its own personnel and any third party to whom Confidential Information has to be disclosed in order to enable the Studio to carry out its obligations under this Agreement.

15.4 For the avoidance of doubt, the restrictions in this Clause shall not prevent:

- 15.4.1 the disclosure or use of Confidential Information in the proper performance of the Studio's duties;
  - 15.4.2 the disclosure of Confidential Information if required by law or regulation;
  - 15.4.3 the disclosure of Confidential Information which has come into the public domain other than through unauthorised disclosure.
- 15.5 The restriction contained in this Clause 15 shall not prevent any Studio personnel from using their own personal skill in any other Studio project in which they may lawfully be engaged after the Agreement has come to an end and the Client acknowledges that nothing in the Agreement shall affect the Studio's right to use as it sees fit any general marketing or advertising intelligence gained by the Studio in the course of its appointment.

#### 16. Warranties and Indemnities

- 16.1 The Studio warrants that it will perform the Services and discharge its obligations with reasonable care and skill.
- 16.2 Should either party or its employees sustain any loss or liability, costs (including legal costs) or damages as a result of the other's breach of the Agreement, the party in breach shall indemnify the other for all such costs and damages, subject to the provisions of Clause 17.
- 16.3 The Client warrants that all information supplied to the Studio before and during the Term will be accurate and not contravene any Applicable Law.

- 16.4 The Studio warrants that its personnel working on the Services are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to perform the Services.
- 16.5 Both Parties warrant that they will not create or introduce into any Website any virus, worm, Trojan horse or other destructive or contaminating programme or advise any third party to do so and shall take all reasonable steps to prevent such events.
- 16.6 The Client warrants that it has the lawful right to appoint the Studio to carry out the Services in respect of the Accounts and Websites and will indemnify the Studio against all costs, expenses and liabilities which become due as a result of claims by any third party in respect of the Accounts or Websites.
- 16.7 The Client shall indemnify and keep the Studio indemnified against all proceedings, losses, liabilities, damages, charges and expenses (including legal expenses) of whatsoever nature arising out of or in connection with any action or claim that the content of any Website (this indemnity shall only apply to the content of any Website that is added to or amended by the Client or is added to or amended in compliance with Clause 5.5 ), or any advice given by the Client in the course of any form of communication between the Client and any visitor of a Website, (notwithstanding the fact that such material or advice may be factually correct or comply with industry and ethical standards) violates the provisions of the Agreement.
- 16.8 The Client shall indemnify and keep the Studio indemnified against all proceedings, losses, liabilities, damages, charges and expenses (including legal expenses) of whatsoever nature arising out of any written instruction properly given by the Client in accordance with this Agreement to advertise or bid upon search terms that may be construed to be registered trademarks of competitors, suppliers or resellers of the Client.
17. Limitation of Liability
- 17.1 Nothing in the Agreement shall exclude or in any way limit the parties' liability for fraud, or for death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this but including any liability arising under any indemnity under the Agreement:
- 17.1.1 The Studio's maximum aggregate liability under or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the fees paid by the Client for the Services provided by the Studio hereunder during the preceding 3 months of any bona fide and settled claim; and
- 17.1.2 The Studio will not be liable under the Agreement for any economic loss or any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 17.2 The Studio shall not be liable to the Client for any loss arising out of any failure by the Client:
- 17.2.1 to input and upload to any Website accurate and complete data;

17.2.2 to perform its obligations under the Agreement; or

17.2.3 to keep full and up-to-date security copies of the computer programs and data it uses in accordance with best computing practice.

17.3 The Agreement states the full extent of the Studio's obligations and liabilities in respect of the Services. The parties agree that any condition, warranty representation or other term concerning the Services which might otherwise be implied into or incorporated in the Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by any Applicable Law.

## 18. Termination

18.1 Either party may terminate the Agreement by service of notice in accordance with Clause 4.

18.2 Either party may terminate the Agreement forthwith by notice in writing to the other if the other party:

- a. is in material breach of any of the terms of the Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within 30 Working Days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or
- b. passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or
- c. becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
- d. has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
- e. ceases, or threatens to cease, to carry on business; or
- f. the parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice and the Client shall pay all sums due in respect of work done and expenditure committed and properly incurred in accordance with clause 11, 12 and 13 by the Studio until the end of the Term.

18.3. Upon the termination of the Agreement and payment by the Client of all items properly chargeable to the Client, the Studio will give the Client all reasonable co-operation in transferring, subject to the approval of third parties where required, all reservations, contracts and arrangements with media or others for space or time yet to be used and subject to, all rights and claims thereto.

## 19. Survival of Obligations on Termination

19.1 The following clauses shall survive the end of the Term or proper Termination:

19.1.1 Intellectual Property Rights

19.1.2 Confidential information

19.1.3 Warranties and indemnities

19.1.4 Limitation of liability

19.1.5 Non-solicitation

19.1.6 Notices

## 20. Data Protection

- 20.1 The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Process/Processing" have the same meaning as described in any relevant and applicable Data Protection Laws.
- 20.2 The Parties shall ensure that any personal data of any kind or type in any form supplied to the other party shall comply with the requirements of all legislation in force from time to time including, without limitation, the Data Protection Act 1998 ("the Act") and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") and any variations thereto which pass into law (the "Data Protection Laws").
- 20.3 The Parties shall use their best endeavours to ensure that the use of and collation of any personal information is in accordance with the Act and the E-commerce (Privacy and Electronic Communications) Regulations 2003.
- 20.4 the Client hereby appoints the Studio as Data Processor in relation to the Processing of Personal Data and the parties agree to act in accordance with their respective obligations under this Addendum.

### 20.5 The Studio warrants that it shall:

- I. process Personal Data (as defined in the Data Protection Laws) only in accordance with reasonable instructions from the Client and in accordance with the provisions and principles of the Act and only to the extent, and in such manner, as is necessary for the provision of the Services;
- II. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and
- III. take reasonable steps to ensure the reliability of any of the Studio personnel who have access to the Personal Data and ensure that all such personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
- IV. the Client warrants that it has all the necessary consents for the Studio to process the Personal Data in accordance with the Client's instructions.
- V. The Client shall be responsible for all risks of loss or damage to its data except for any loss or damage caused by the negligence of the Studio. The Client shall indemnify the Studio against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss damage or distress caused to that person by breach of the provisions of clause 21.4 or any breach of the provisions of the Act by the Client, its staff or agents.
- VI. The Parties shall set out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject as required by the provision of the Services as required by Article 28(3) of the GDPR or equivalent provisions of any Data Protection Laws.

- VII. In the course of providing the Services to the Client under the Agreement, the Studio shall observe all its obligations under the Data Protection Laws which arise in connection with the provision of the Services.
- VIII. From the 25th May 2018, where the Studio processes Personal Data for the Client as a Data Processor, it shall:
- IX. process the Personal Data solely on the documented instructions of the Client, for the purposes of providing the Services;
  - X. process the Personal Data solely on the documented instructions of the Client, for the purposes of providing the Services; , Ä°
  - XI. process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services, as described in the form referred to in section 3; , Ä°
  - XII. take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data; , Ä°
  - XIII. take reasonable steps to ensure the reliability of any staff or contractors who may have access to the Personal Data, and their treatment of the Personal Data as confidential; , Ä°
  - XIV. not transfer the Personal Data to any country outside the European Economic Area (EEA) without the prior written consent of the Client; , Ä°
  - XV. not permit any third party to Process the Personal Data without the prior written consent of the Client, such consent to be subject to the Studio meeting the conditions set out in Article 28(2) and (4) of the GDPR; , Ä°
  - XVI. promptly notify the Client of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under the Data Protection Laws in respect of the Personal Data; , Ä°
  - XVII. promptly, and in any case within 24 hours upon becoming aware, notify the Client of any Personal Data Breach, such notice to include all information reasonably required by the Client to comply with its obligations under the Data Protection Laws; , Ä°
  - XVIII. upon requests, provide the Client with reasonable assistance in carrying out data protection impact assessments; , Ä°
  - XIX. permit the Client, on reasonable prior notice, to inspect and audit the facilities and systems used by the Studio to Process the Personal Data, the technical and organisational measures used by the Studio to ensure the security of the Personal Data and any and all records maintained by the Studio relating to that Processing;
  - XX. provide any assistance reasonably requested by the Client in relation (i) any communication received under section 4.2.7, as well as any similar communication received by the Client directly; and (ii) any Personal Data Breach, including by taking any appropriate technical and organisational measures reasonably requested by the Client; and
  - XXI. cease Processing the Personal Data immediately upon the termination or expiry of the Principal Agreement and at the Client's option either return, or securely delete the Personal Data.
  - XXII. Any breach of this Addendum shall constitute a material breach of the Agreement.

XXIII. Each Party shall indemnify and hold harmless the other against all losses, fines and sanctions arising from any claim by a third party or Supervisory Authority arising from any breach of this clause 20 by the Party which has committed a breach.

21. Waiver

The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

22. Force Majeure

22.1 Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of a party to this Agreement (including a labour dispute between a third party and its employees) (a "Force Majeure Event").

22.2 The party claiming the Force Majeure Event shall promptly notify the other party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.

22.3 If the party claiming the Force Majeure Event has complied with clause 23.2, its performance under this Agreement shall be suspended for the period that the Force Majeure Event continues and the party will have an extension of time for performance equal to such period. As regards the delay or stoppage arising from the Force Majeure Event:

22.3.1 Any costs arising from such delay or stoppage shall be borne by the party incurring those costs;

22.3.2 The party claiming the Force Majeure Event shall take all reasonable steps necessary to bring that event to a close or to find a solution by which its obligations under this Agreement may be performed despite the Force Majeure Event;

22.3.3 If the Force Majeure Event continues for more than 30 consecutive days, either party may terminate this Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.

23. Non-solicitation

23.1 The parties agree that neither of them will, unless otherwise agreed in writing, either on their own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during or for a period of 12 months from the end of the Term solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) any key executive of the other party or person who is or has been part of the Studio team who has worked in the provision of the Services to the Client at any time during the last 12 months of the Term.

23.2 In the event that either party breaches this Non-solicitation provision, the offending party agrees to pay the other party a sum equal to three month's salary that the offending party is to pay the employee.

24. Severance

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable

provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

25. Assignment

Neither party shall assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed.

26. Third Party Rights

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

27. Entire Agreement

27.1 This Agreement and the documents referred to in it (the 'Contractual Documentation') constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

27.2 The parties agree that neither of them have been induced to enter into any Contractual Documentation in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Agreement as a warranty. The only remedy available to the parties for breach of the warranties shall be for breach of contract under the terms of this Agreement and the parties unconditionally and irrevocably waive any other claims, rights or remedies that may otherwise be available. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

27.3 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

28. Notices

28.1 Any notice, invoice or other communication which either party is required by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at its specified address (or such other address as is notified to the other party in writing) as follows:

28.1.1 by hand;

28.1.2 by registered or first class post or recorded delivery; or

28.1.3 by facsimile transmission confirmed by registered or first class post or recorded delivery; or

28.1.4 to the relevant representatives work electronic mail address and acknowledged by the receiving party.

28.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) Working Days following the day of posting. Notices sent by facsimile transmission or electronic mail shall be deemed to be served on the day of transmission if transmitted before 4.00 p.m. on a Working Day, but otherwise on the next following Working Day. In all other cases, notices are deemed to be served on the day when they are actually received.

29. Governing Law and Jurisdiction

29.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

29.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

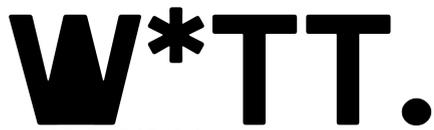
### 30. Dispute Resolution

- 30.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 30.
- 30.1 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice must include reasonable information as to the nature of the dispute.
- 30.2 The parties shall use reasonable endeavours to reach a negotiated resolution through the following procedures:
  - 30.2.1 within seven days of service of the notice, the parties shall meet to discuss the dispute and attempt to resolve it.
- 30.3 The specific format for the resolution of the dispute under clause 30.2.1 will be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 30.4 If the dispute has not been resolved within 14 days of the first meeting then the matter shall OR may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 30.5 Either party may issue formal legal proceedings at any time whether or not the steps referred to in clause 30.2 have been completed.

OR Until the parties have completed the steps referred to in clause 30.2, and have failed to resolve the dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.

### 31. Anti-Bribery

- 31.1 For the purposes of this clause 10 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 31.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
  - 31.2.1 all of that party's personnel;
  - 31.2.2 all others associated with that party; and
  - 31.2.3 ll of that party's subcontractors;involved in performing this Agreement so comply.
- 31.3 Without limitation to clause 31.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.



CREATIVE STUDIO

- 31.4 The Client shall immediately notify the Studio as soon as it becomes aware of a breach or possible breach by the Client of any of the requirements in this clause 31.
- 31.5 Any breach of this clause 31 by the Client shall be deemed a material breach of this Agreement that is not remediable and shall entitle the Studio to immediately terminate This Agreement by notice under clause 18.1.