

JAM FILMS
Terms & Conditions of Business

This Agreement is structured as a framework so that these Terms shall apply to each Quote for Services which is issued by JAM from time to time. JAM will not be under any obligation to provide Services under a Quote until the Quote has been accepted on behalf of both JAM and the Client in accordance with clause 2.1 of these Terms.

1. INTERPRETATION

1.1 In these Terms, the following terms shall have the following meanings:

“Agreement” means these Terms and each Quote which has been accepted in accordance with clause 2.1 of these Terms.

“Client” means the person, firm, company or other entity who has instructed JAM to carry out Services (as defined below) as set out in this Agreement.

“Client Materials” means any goods, products and materials in whatever form (including all Intellectual Property Rights in the same) provided or made available by the Client to JAM for use in connection with this Agreement, and including any master tapes, film negative prints, sound tapes, video tapes, visual images (including CAD and CG graphics) or sound held in any media.

“Confidential Information” means any confidential information that either party provides to the other from time to time in whatever form (including orally, written, in electronic, tape, disk, physical or visual form) under this Agreement, including all knowhow, trade secrets, tactical, scientific, statistical, financial, commercial or technical information of any kind and any information relating to the business, affairs, clients, suppliers, plans or opportunities of the disclosing party.

“Data Protection Legislation” means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation and, to the extent applicable in the UK, the General Data Protection Regulation (EU 2016/679) (**“GDPR”**) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

“Intellectual Property Rights” means copyright (including rights in computer software), database rights, design rights, moral rights, patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, and topography rights, know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, and all intellectual property rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.

“JAM” means Jam Films Ltd (registered number 07600300), whose registered office is at 22 Newman Street, London W1T 1PW, United Kingdom.

“JAM Intellectual Property” means all rights, including Intellectual Property Rights owned by or licensed to JAM, in and to (i) JAM's proprietary underlying mechanical or electronic devices, software (in source code and object code), libraries, engines, subroutines, data, files, development tools and utilities (in source code and object code form), processes, know how, research and development, technologies and generic or stock elements not provided by Client, including any underlying models, rigging, and animation data and all Intellectual Property Rights in the foregoing, which were in existence prior to the parties entering into this Agreement or developed independently of this Agreement; (ii) any other materials, in whatever form (including documents, information, data and software), which were in existence prior to the parties entering into this Agreement or developed independently of this Agreement; and (iii) any subsequent modification thereto or enhancement thereof.

“Quote” means a written quotation presented by JAM which sets out the Services (including any Works) to be provided by JAM to the Client.

“Services” means the services to be provided by JAM for the Client as set out in a Quote, and includes any Works (as defined below) arising out of the Services.

“Terms” means these terms and conditions of business.

“Value Added Tax” means value added tax as provided for in the Value Added Tax Act 1994 and legislation (or purported legislation and whether delegated or otherwise) supplemental thereto, and in any tax similar or equivalent to value added tax imposed by any country other than the United Kingdom and any similar or turnover tax replacing or introduced in addition to any of the same.

“Works” means the products and materials created, developed and produced by JAM for the Client in the provision of the Services.

- 1.2 Headings used in these Terms are purely for ease of reference and do not form any part of or affect the interpretation of these Terms.
- 1.3 The words **“include”** and **“including”** shall not be construed restrictively.
- 1.4 Any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. FORMATION OF CONTRACT

- 2.1 The Client’s acceptance of a Quote constitutes an offer by the Client to purchase Services in accordance with these Terms. The Client’s offer shall only be deemed accepted when JAM issues written acceptance at which point a contract shall come into existence subject to these Terms.
- 2.2 The Services will be carried out in accordance with these Terms and the relevant Quote. If there is any inconsistency between the provisions of these terms and any Quote, the provisions of the Quote shall take precedence. Any other terms and conditions which the Client seeks to impose or incorporate (including via the Client’s purchase order), whether orally or in writing are hereby excluded.
- 2.3 Other than as expressly stated in these Terms, all representations, conditions or warranties, or other terms concerning the Services which might otherwise be implied or incorporated in this Agreement, whether by statute, common law or otherwise are, to the maximum extent permitted by law, excluded from this Agreement, unless expressly accepted by JAM in writing.
- 2.4 No employee, consultant, freelancer or agent of JAM has the power to vary these Terms orally or in writing, or to make any statement or representation about the Services offered, their fitness for any purpose or any other matter. These Terms may only be varied in writing in accordance with clause 17.1.

3. PRICES AND TERMS OF PAYMENT

- 3.1 JAM will invoice the Client for the prices quoted in respect of Services to be provided at the times set out in the relevant Quote. Unless otherwise mutually agreed in writing, JAM’s quoted prices are for services and materials requiring standard procedures based upon the use of JAM facilities and personnel during normal working hours.
- 3.2 JAM shall be entitled to make an adjustment to any quoted prices in the event that additional costs are incurred, or likely to be incurred, by reason of:
 - 3.2.1 the Client Materials (or any part thereof) being, in the reasonable opinion of JAM, in any way defective, in an unsuitable format (or a different format to that which JAM is expecting to receive) or of unsuitable quality for normal processing;
 - 3.2.2 any information supplied by the Client or any third party in connection with this Agreement or the Services being inaccurate or incomplete, or the Client failing to give JAM a full and accurate indication of the work involved and/or time and resources required;
 - 3.2.3 changes by the Client or any third party in its requirements for the Services or Works (in which case JAM will issue a revised Quote in accordance with clause 3.10);
 - 3.2.4 exceptional circumstances outside the control of JAM, including currency fluctuations and changes in third party costs; or
 - 3.2.5 failure to timely provide any final instructions or Client approvals.
- 3.3 Subject to clause 3.4, all invoices rendered by JAM are payable within 30 days of the date of invoice.
- 3.4 JAM expressly reserves the right, at its sole option, to require payment by instalments during the performance of this Agreement and/or to require payment of all amounts due to JAM in respect of Works to be provided prior to delivery of such Works. JAM will issue interim invoices in respect of

any payments so required. Each interim invoice will be clearly marked as an interim invoice and will be payable by the Client on receipt. The Client shall promptly issue a purchase order if necessary for payment of any interim invoice.

- 3.5 The Client shall pay all amounts owing to JAM in full and shall not exercise any rights of set off or counterclaim against invoices submitted.
- 3.6 Payment of all amounts shall only be made in the currency in which they are invoiced and shall not be subject to any deductions or charges whatsoever.
- 3.7 In the event of default in payment by the Client under this Agreement, JAM shall be entitled, without prejudice to any of its other rights or remedies, to suspend any further performance of the Services and any other services it has agreed to perform for the Client without notice and to charge interest on any amount outstanding at the rate of 4% above the base rate of Barclays Bank from time to time (accruing from day to day both before and after judgment), from the due date to the actual date of payment. Client agrees to pay all reasonable costs and expenses (including legal fees and expenses) incurred by JAM, in connection with the collection of any monies owed by Client to JAM.
- 3.8 All sums payable under this Agreement are exclusive of (a) any sales, use, Value Added Tax, customs, duties, exhibition and any other duty or taxes, imposed by any foreign, federal, state, provincial, municipal or other governmental authority in respect of any item of Work or the Services to be furnished by JAM to Client, which shall (if and to the extent applicable) be payable by the Client at the rate and in the manner from time to time prescribed by law and (b) any freight and delivery charges and any other services that are not expressly included in the applicable Quote.
- 3.9 The Client shall pay any withholding tax or other similar taxes applicable for the Services or otherwise required by law to be deducted from any payment by the Client to JAM pursuant to this Agreement. Should the Client be required to pay any such withholding or make such deduction on account of tax, the Client shall pay such additional amount as will ensure that JAM receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received had no such withholding or deduction been required. The Client shall indemnify JAM against all costs, claims, expenses (including reasonable legal fees and expenses) and/or proceedings arising out of or in connection with such payments. The Client and JAM shall cooperate in good faith to respond to any query from the applicable tax authorities in connection with withholding tax or other similar taxes and shall each make available to the other any information or documents and all relevant approvals or authorisations which the applicable tax authorities may reasonably require.
- 3.10 Any Client requests for revisions, additions or deletions to the Services ordered by Client or changes in the schedule for the Services (collectively, "**Modifications**"), shall be negotiated in good faith by the parties, and set out in and performed in accordance with the terms of a revised Quote. Any revised Quote must be in writing setting out the Modifications, any changes to the timescale for provision of the Services or the Works and any adjustment to the price payable. A revised Quote shall only replace an existing Quote if it has been approved in writing by both parties.

4. PERFORMANCE AND DELIVERY

- 4.1 Subject to and conditional upon the payment of all amounts due under this Agreement, JAM shall supply the Services (including any Works) to the Client in accordance with the relevant Quote in all material respects.
- 4.2 JAM warrants to the Client that the Services (including any Works) will be provided using reasonable care and skill.
- 4.3 JAM shall use reasonable endeavours to meet any performance dates specified in a Quote but, unless stated otherwise in the Quote, any such dates shall be estimates only and time shall not be of the essence for performance of the Services or provision of any Works.
- 4.4 The Client acknowledges that the time for performance of the Services or delivery of the Works shall in every case be dependent upon prompt receipt of all necessary information, materials (including Client Materials), final instructions and/or approvals from the Client. Any delay or failure to provide such items may result in a delay in JAM performing the Services or providing the Works. The Client acknowledges and agrees that any changes to its requirements and/or the occurrence of any of the circumstances in clause 3.2 or delay or failure by it to provide information or materials under this clause 4.4 may result in delay in performance or delivery, for which JAM shall not be liable. The Client shall reimburse JAM for any costs it incurs or losses arising from such delay or failure by the Client.
- 4.5 Where the Works are to be delivered electronically, the Client acknowledges and agrees that:

- 4.5.1 electronic delivery is not a completely secure medium of communication and that an unauthorised third party may intercept, tamper with or delete the Works to be delivered electronically; and
- 4.5.2 electronic delivery may involve reliance upon third party providers and data carriers, over which JAM has no control.
- 4.6 JAM shall not be responsible for and shall have no liability to the Client or any third party for:
 - 4.6.1 any delay in delivery or any non-receipt of any Works delivered electronically;
 - 4.6.2 any loss or damage (including loss of data) that results from any person gaining unauthorised access to any Works delivered electronically;
 - 4.6.3 use or disclosure of any data obtained by any third party as a result of that third party gaining unauthorised access to any Works delivered electronically; and
 - 4.6.4 any loss or damage resulting from any malfunction of or the introduction of any viruses, worms, logic bombs, time locks, time bombs, trojan horses and/or bugs to any equipment and/or software used to effect and/or receive any Works delivered electronically.
- 4.7 The Client undertakes to:
 - 4.7.1 co-operate with and provide all reasonable assistance to JAM to enable it to provide the Services;
 - 4.7.2 provide JAM with such information and materials as JAM may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
 - 4.7.3 except to the extent that JAM has agreed to obtain such licences in accordance with clause 5.5, obtain and maintain all necessary licences, permissions and consents which may be required (including in relation to the Client Materials) in order for JAM to provide the Services before the date on which the Services are to start.

5. INTELLECTUAL PROPERTY

- 5.1 The Client acknowledges that JAM (or its third party licensors) owns, and shall retain ownership of, the JAM Intellectual Property, and, except as set out in these Terms, JAM shall not at any time be required to deliver, license or grant any rights to the Client any of the JAM Intellectual Property whatsoever.
- 5.2 The Client acknowledges and agrees that if in the course of performing the Services (including any processing or production of materials on behalf of the Client) JAM: (a) discovers or devises any techniques or know-how or (b) creates any mechanical or electronic devices, software (in source code and object code), libraries, engines, subroutines, data, files, development tools and utilities (in source code and object code form), or any underlying models, rigging, and animation data to provide the Services, all rights of every kind in and to the foregoing shall belong to and vest in JAM and shall be deemed to be JAM Intellectual Property for the purposes of this Agreement.
- 5.3 JAM shall retain ownership and possession of, and all rights (including all JAM Intellectual Property Rights) in and to, any original character design, ideas or concepts presented or created by JAM in relation to this Agreement, unless agreed otherwise in the Quote. Where the Client requires a licence to use any such original character design, ideas or concepts, for whatever purpose, the terms of such licence shall be agreed by the parties in writing.
- 5.4 Subject to clauses 5.1 to 5.3 above and any other terms agreed pursuant to a Quote, all title and rights in and to the Works (excluding JAM Intellectual Property), shall pass to the Client only upon the Client paying to JAM all sums due and payable under this Agreement. JAM hereby grants to the Client a non-exclusive, limited licence of JAM's Intellectual Property (or any part of it) incorporated into the Works, solely to the extent required to enable the Client to use the Works for the purposes of its business.
- 5.5 JAM will indemnify the Client against all liabilities, costs, expenses, damages and losses incurred by the Client arising out of any claim brought against the Client that the JAM Intellectual Property as incorporated into the Works infringes a third party's intellectual property rights provided that the Client: (i) provides JAM with prompt written notice of such claim, (ii) allows JAM full control over the defence and settlement of the claim, and (iii) provides, at JAM's expense, reasonable cooperation and assistance in connection with the claim.

- 5.6 In defence or settlement of any claim, JAM may elect, at its sole option and expense, to:
- 5.6.1 obtain a licence from such third party for the Client's benefit;
 - 5.6.2 modify the Works so that they no longer infringe such third party rights; or
 - 5.6.3 if neither of these options are commercially feasible, require the Client to stop using the Works and terminate this Agreement without any further liability to the Client.
- 5.7 JAM will not be liable to the Client under clause 5.5 to the extent that the infringement is based on (1) a modification of the Works by anyone other than JAM or (2) use of the Works by the Client otherwise than in accordance with this Agreement.
- 5.8 The Client acknowledges and agrees that Intellectual Property Rights in and to underlying materials processed by JAM in the performance of the Services and/or embodied in the Works may be owned by third parties. The use by the Client of the Works is subject always to the Client obtaining any and all necessary licences and consents from the relevant underlying rights' owner(s). To the extent that JAM has agreed to do so in the Quote, JAM will procure such licences and consents on the Client's behalf and the Client undertakes to reimburse JAM for the cost of any such licences and consents. The Client acknowledges that JAM does not provide any warranties in relation to any licences and consents which JAM obtains on the Client's behalf. Such licences and consents are provided by JAM to the Client on an "as is" basis and the only warranties available to the Client are those contained in such licences or consents from the third party.
- 5.9 The Client warrants that:
- 5.9.1 it has and will have at all times full right, power and authority (including any necessary licences and consents) to provide JAM with any and all Intellectual Property Rights to enable JAM to provide the Services and comply with its obligations under this Agreement; and
 - 5.9.2 the receipt and use of any Client Materials in the performance of this agreement by JAM, its agents, subcontractors or consultants will not infringe the rights, including any Intellectual Property Rights, of any third party.
- 5.10 The Client hereby grants to JAM a perpetual, non-exclusive, transferable, sub-licensable, royalty-free licence to use the Client Materials to the extent necessary for JAM and/or its suppliers to provide the Services and the Works.

6. CONFIDENTIALITY

- 6.1 Each party acknowledges that any Confidential Information disclosed in confidence may have considerable value and be of significant importance to the other party.
- 6.2 Subject to the Client's obligations under clause 4.7.2 each party acknowledges that the disclosing party makes no representation with respect to the accuracy or completeness of any Confidential Information, except to the extent expressly agreed by the disclosing party in writing.
- 6.3 Each party agrees to keep all Confidential Information, including any JAM Intellectual Property provided to the Client pursuant to clause 5, in complete confidence and not to disclose it to any third party except as set out in clause 6.4. Save as expressly permitted under this Agreement, the receiving party shall not use, copy in whole or in part, modify or adapt the Confidential Information in any way without the disclosing party's prior written consent, which may be given or withheld in its absolute discretion.
- 6.4 Each party may use the Confidential Information only for the purposes contemplated by this Agreement and for no other purpose. Each party may disclose the Confidential Information to such of its officers, employees, subcontractors and agents to whom disclosure is necessary for the performance of its obligations under this Agreement provided that party shall ensure such officers, employees and agents observe obligations of confidentiality no less than those imposed by this clause 6 and shall be liable for any failure by them to do so.
- 6.5 Neither party shall be in breach of this clause 6 if it discloses Confidential Information to the extent that such disclosure is required by law, regulation or order of a competent authority provided that the other party is given, to the extent possible, reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same. If a party wishes to challenge the disclosure of confidential information, it shall do so at its own cost.
- 6.6 The Client acknowledges that any breach of its confidentiality obligations under this clause 6 would cause JAM irreparable and unquantifiable damage and that JAM shall be entitled to apply for and

obtain (without prejudice to any other rights or remedies available to JAM in contract or at law) interlocutory and/or final injunctive or other equitable relief against or in respect of any actual or threatened breach of this clause 6 by the Client.

- 6.7 On receipt of a written demand, each party shall return to the other party, or destroy at the other party's option, any and all written documents or materials containing Confidential Information, together with all copies thereof, and if the other party should so require, that party shall, when returning documents or materials, provide to the other a certification or statutory declaration duly executed by an officer of that party confirming that, to the best of the declarant's knowledge, information and belief, that party has complied with all of its obligations under this clause 6. JAM shall have no liability to the Client for any inability to perform any future services as a result of the deletion of such Confidential Information at the Client's request.

7. TERMINATION AND CANCELLATION OF SERVICES

- 7.1 This Agreement shall commence when the first Quote has been accepted by both JAM and the Client in accordance with clause 2.1 and shall continue unless and until terminated by either party under clause 7.2 or 7.3.

- 7.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

7.2.1 the other party commits a material breach of any term of this Agreement and (a) such breach is irremediable, or (b) (if such breach is remediable) it has failed to remedy such breach within a period of 7 days after being notified in writing to do so; or

7.2.2 the other party becomes insolvent or goes into either compulsory or voluntary liquidation (except for the purpose of solvent reconstruction) or if a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the other party's assets or if that party makes an assignment for the benefit of its creditors generally or threatens to do any of these things or any similar event occurs in any other jurisdiction.

- 7.3 Either party may terminate this Agreement at any time by giving 30 days written notice to the other. Termination of the Agreement will not affect any existing Quote for Services which are due to be provided within the notice period.

- 7.4 On termination of this Agreement under clause 7.2 or 7.3, JAM shall have no further liability to perform any Services and shall be entitled to invoice the Client for its fees in respect of any Services which have been supplied but not yet invoiced. Any such invoice shall be payable by the Client immediately on receipt.

- 7.5 Once a Quote has been accepted by both parties in accordance with clause 2.1, any Services to be provided under this Agreement may only be cancelled by the Client with the written consent of JAM and in accordance with these Terms. The giving of consent shall not in any way prejudice JAM's right to recover from the Client compensation in accordance with clause 7.6.

- 7.6 The Client may give JAM written notice of cancellation of any Services to be provided under a Quote, provided that where such notice is received by JAM:

7.6.1 less than 24 hours prior to the date for performance or the commencement of performance of the relevant Services (the "**Target Date**"), the Client shall pay the full price specified in the Quote or, if none is stated, the applicable amount chargeable to the Client for the Services based on JAM's rate card current at the Target Date; or

7.6.2 less than five working days but more than 24 hours prior to the applicable Target Date, the Client shall pay one half of the full price specified in the Quote or, if none is stated, one half of the applicable amount that chargeable to the Client for the Services based on JAM's rate card current at the Target Date,

in each case as liquidated damages. The Client shall pay these liquidated damages to JAM on demand. The Parties confirm that these liquidated damages are reasonable and proportionate to protect JAM's legitimate interests and reflect the resources that will need to be committed by JAM to provide the Services in advance of the Target Date and fact that JAM is unlikely to be able to secure an order for the Services and/or to reallocate all of such resources allocated to the Client's order within the specified timeframes.

- 7.7 If JAM is unable for any reason to perform the Services on the Target Date, JAM shall notify the Client in writing giving as much notice as possible and shall use all reasonable endeavours to

reschedule the Services to a date which is mutually acceptable to JAM and the Client. If it is not possible to so reschedule the Services, JAM may cancel the Services on immediate written notice to the Client and shall have no further liability to the Client. Cancellation under this clause shall be without prejudice to JAM's right to recover payment from the Client for any Services already provided.

- 7.8 Any provisions of this Agreement which by their nature are intended to survive cancellation or expiration (including clause 1 (Interpretation), clause 5 (Intellectual Property), clause 6 (Confidentiality), clause 8 (Liability and Indemnity), clause 9 (Insurance), clause 10 (Client Materials), clause 12 (Publicity), clause 13 (Data Protection) and clause 18 (Governing Law and Jurisdiction)) shall remain in full force and effect notwithstanding any cancellation or expiration of this Agreement.

8. LIABILITY AND INDEMNITY

- 8.1 Nothing in this Agreement shall exclude or in any way limit either party's liability (i) for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law, (ii) under any of the indemnities in clause 8.3 (Liability and Indemnity) or clause 13.3 (Data Protection) or (iii) for any breach of the confidentiality obligations in clause 6.
- 8.2 Subject to clause 8.1 and without prejudice to any other provision of these Terms, the Client agrees that:
- 8.2.1 this Agreement states the full extent of JAM's obligations and liabilities in respect of the Works and performance of the Services;
- 8.2.2 under no circumstances shall JAM be liable for any (1) loss of revenue or business profits, (2) loss of sales or business interruption, (3) loss of agreements or contracts, (4) loss of anticipated savings, (5) loss or depletion of goodwill, (6) loss of use or corruption of data, software or information, (7) special, punitive, incidental, indirect or consequential losses; and
- 8.2.3 JAM's entire liability for any loss suffered by the Client under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall, subject to the limitations expressly set forth herein, not exceed 125% of the fees paid by the Client in accordance with the Quote under which the liability arose.
- 8.3 The Client shall indemnify and hold harmless JAM and its parent companies, affiliates and subsidiaries and their respective officers, directors, employees and agents (collectively, "**JAM Indemnitees**") from and against all claims, judgments or proceedings and all costs, liabilities, losses, expenses and damages of any kind (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by, any of the JAM Indemnitees as a result of or in connection with:
- 8.3.1 any defamatory, slanderous or libelous matter or invasion of privacy or any infringement or alleged infringement of a third party's Intellectual Property Rights or other rights arising out of the supply or use of the Client Materials in relation to the Works and/or in the course of carrying out the Services;
- 8.3.2 any damage to property caused by JAM in the course of carrying out the Services as a result of any act or omission of the Client (including its officers, employees, consultants, freelancers and agents);
- 8.3.3 the publication, processing, use, distribution and/or exhibition of the Client Materials; and
- 8.3.4 JAM carrying out or following any of Client's oral or written instruction(s) (including, but not limited to, any claim that Client does not have full and lawful authority to place or authorize JAM to execute an order in respect of the Client Materials).
- 8.4 Clause 8.3 above shall apply whether the Client, or its officers, employees, consultants, freelancers or agents, have been negligent or otherwise.
- 8.5 Any recommendations or suggestions by JAM relating to the use of the Works are given in good faith but it is for the Client to satisfy itself of the suitability of the Works for its own particular purpose. Accordingly, unless otherwise expressly agreed in writing, JAM gives no warranty as to the fitness of the Works for any particular purpose and any implied warranty or condition (statutory or otherwise) to that effect is excluded.
- 8.6 Each party will only look to the other party and not to any director, officer, employee, consultant,

freelancer or agent of the other party for satisfaction of any claim, demand or cause of action for damages, injuries or losses incurred as a result of the other party's action or inaction.

9. INSURANCE

9.1 JAM shall maintain and keep effective at all times insurance policies with reputable insurers in respect of professional indemnity, employer's liability and public liability insurance at levels that it reasonably considers covers the liabilities that may arise under this Agreement.

9.2 The Client shall maintain and keep effective at all times insurance policies with reputable insurers as are sufficient to protect the Client against any loss or liability which it may incur or suffer arising out of this Agreement, including insurance which covers the Client for any damage or loss for which JAM is not liable pursuant to these Terms, and which protects the Client against any accidental loss, damage or destruction to any Client Materials or any other materials of any kind supplied by the Client to JAM whilst in the possession or control of JAM. JAM may at any time request the Client to provide copies or certificates of insurance or other evidence to prove compliance with this clause.

10. STORAGE OF CLIENT MATERIALS

10.1 JAM shall be under no liability whatsoever in respect of any loss or damage to or destruction of the Client Materials (whether such Client Materials are in the possession of JAM or otherwise) and it is the Client's responsibility to ensure that it has appropriate back-up copies of all Client Materials.

10.2 In accordance with clause 9 above, the Client shall insure all Client Materials to their full value against all risks. Client hereby waives all rights of subrogation with respect to losses covered by its insurance policies or coverage.

10.3 The Client shall provide details to JAM for the return of the Client Materials within two (2) weeks from the date of completion of the relevant Services. If the Client does not provide JAM with details for the return of the Client Materials, JAM shall send the Client Materials to its archive and JAM shall be entitled to charge the Client reasonable storage charges for doing so. If the Client does not provide details for the return of Client Materials within two (2) months of the completion of Services, JAM may securely dispose of such Client Materials.

10.4 Where Client Materials are supplied or specific instructions are given by the Client, JAM accepts no liability for any reduction in the quality of the Services caused by defects or errors in or the unsuitability of such Client Materials or by JAM's use of the Client Materials or adherence to any of the Client's specific instructions.

11. ACCESS TO/USE OF JAM'S PREMISES AND EQUIPMENT

11.1 The Client hereby undertakes to JAM to ensure that all of its personnel (including its employees, consultants, freelancers and agents) who at any time have access to any premises occupied by JAM or at which any of JAM's equipment shall be kept, shall at all times:

11.1.1 observe all rules, policies and regulations in force at the applicable premises, including all health and safety regulations and any rules governing the use of equipment and/or facilities at the applicable premises; and

11.1.2 keep confidential and not divulge or communicate or make any use of any Confidential Information which the applicable person shall become aware of as a result of being present at the applicable premises.

12. PUBLICITY

12.1 The Client consents to JAM referring to the Works for publicity and advertising purposes on its website(s), social media site(s), blog(s), in pitches to third parties, in connection with any appropriate industry awards, or in any other publicity or advertising materials, provided that the Client may at any time withdraw this consent by notifying JAM in writing.

12.2 The Client hereby grants to JAM a royalty-free licence to use the Works throughout the world for the purposes of clause 12.1 above.

13. DATA PROTECTION

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's direct obligations under the Data Protection Legislation.

13.2 The Client acknowledges that in the course of its dealings with JAM, JAM may acquire personal data

which relates to the Client and/or its employees, consultants, freelancers or agents. JAM shall only use and store such personal data to the extent necessary and for the purposes of performing the Services for the Client or for its closely related legitimate business interests and shall comply with all applicable requirements of the Data Protection Legislation.

- 13.3 The Client will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer to and processing by JAM of any personal data supplied by the Client in connection with this Agreement and shall, at all times during and after the term of this Agreement, indemnify JAM against all losses, damages, costs or expenses and other liabilities (including legal fees and any regulatory losses or fines) incurred by, awarded against or agreed to be paid by JAM arising from any breach of the Client's obligations under this clause 13.3.

14. BRIBERY

Each party shall, and shall ensure its officers, employees, consultants, freelancers and agents, comply with all laws relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 (the "**Bribery Act**") in all matters relating to this Agreement, and shall not (i) engage in any activity, practice or conduct which would constitute an offence under the Bribery Act if such activity, practice or conduct had been carried out in the UK; or (ii) do or suffer anything to be done which would cause JAM to contravene the Bribery Act.

15. FORCE MAJEURE

In the event of the Services being prevented, delayed, or in any way interfered with by any act of government, war, industrial dispute, strike (other than by employees of JAM), breakdown of machinery or equipment, accident, fire or by any other cause beyond JAM's control, JAM may, at its option, suspend performance of or cancel this Agreement, without liability to the Client for any resulting damage or loss, such suspension or cancellation being without prejudice to JAM's right to recover all sums owing to it in respect of Services and Works delivered and costs incurred up to the date of suspension or cancellation.

16. SUBCONTRACTORS

JAM shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under this Agreement. Each party shall remain liable at all times for any acts or omissions of its sub-contractors.

17. GENERAL

- 17.1 Variation: No variation of this Agreement (including any of the Services or Works to be provided hereunder) shall be valid unless it is in writing and signed by, or on behalf of, a duly authorised representative of each of the parties.
- 17.2 Waiver: A waiver of any right or remedy under this Agreement is effective only if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy.
- 17.3 Severance: If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the provisions of this Agreement shall not be affected.
- 17.4 Relationship: No partnership or joint venture is intended or created by this Agreement and neither party shall have authority to act as agent for, or to bind, the other party.
- 17.5 Rights of Third Parties: A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 17.6 Assignment: The Client may not assign this Agreement, by operation of law or otherwise, without the prior written consent of JAM, such consent not to be unreasonably withheld or delayed.
- 17.7 Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
- 17.8 Notices: Any notice or other communication (other than service of proceedings or documents in a legal action) required to be given under this Agreement or otherwise in writing may be sent by email or by first class pre-paid post to: c/o JAM Films Ltd at the address set out on the first page of this

Agreement. Any notice sent by first class post shall be deemed received two working days after the date of posting. Any notice sent by e-mail shall be deemed received on the next business day after the date of delivery provided that the sender has not received notification that the email has not been delivered.

- 17.9 Trade marks and Intellectual Property: Except as expressly set out herein, this Agreement does not grant either party a licence to, ownership in or the right to use the other party's trade marks, trade names, service marks, copyrights, patents or other Intellectual Property.

18. GOVERNING LAW AND JURISDICTION

This Agreement or any dispute relating to its subject matter shall be governed by and construed exclusively in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.