

TERMS OF SALE

1. EXPRESSIONS USED

For the sake of clarity, certain words and expressions are given specific meanings. Thus:

1.1 'the Terms' means these standard terms of sale.

1.2 'the Company' means Exposure Promotions Limited, of 22-23 Little Portland Street (Company Number: 02861937).

1.3 'Group Company' means the Company, any subsidiary or any holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in Section 1159 of the Companies Act 2006.

1.4 'the Customer' means the individual, firm, company or other entity with whom the Company has contracted to provide its marketing, digital marketing, communications, public relations, community management, event management and/or similar services.

1.5 'Extras' means items which the Company may agree to manage/acquire on the Customer's behalf from third parties, including but not limited to art and/or graphic materials, special photography, printing etc.

1.6 'Deliverables' means all documents, products and materials created solely by the Company in relation to the services provided by the Company to the Customer (but not including such items created by third parties).

1.7 'the Contract' means any particular transaction or agreement for the provision of services which has been entered into between the Company and the Customer.

2. EFFECT OF THESE TERMS

2.1 The Terms will govern the entire contractual relationship between the Company and the Customer to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Terms can only be varied by express written agreement signed by both parties.

3. PRICES

3.1 Quotations provided by the Company will be valid for fifteen (15) days from the date of issue.

3.2 The Company reserves the right to vary any quotation in order to take account of any change in the Customer's requirements.

3.3 All prices quoted for Extras are to be regarded as initial estimates only and may be adjusted once the actual cost is known.

3.4 Where travel is required for the purposes of the Contract all reasonable travel costs together with reasonable subsistence and out of pocket expenses will be agreed via a properly authorised quotation received by the Company from the Customer. Upon receipt of properly authorised quotations the Company will invoice agreed costs as soon as reasonably possible.

3.5 Where the Customer does not pay an agreed amount to cover general monthly expenses, the Company reserves the right to add a surcharge to cover such general monthly expenses equivalent to 10% of the fees to cover charges incurred in the provision of the Services including: travel (within a 50 mile radius of London – the Company reserves the right to add an additional charge for travel outside of that radius and for any international travel); stationery; printing and copying; hosting; data storage and archiving; couriers; hospitality and entertainment; and per diems. This charge is based on a historical average and is subject to periodical change.

3.6 Fees, Extras, production expenses and any other costs will normally be set out in a budget (or estimate). Once such budget or estimate has been authorised by the Customer, the price will be fixed and all fees, Extras, production expenses and other costs or amounts contained therein will be considered approved. The Company reserves the right to make an additional charge for any changes in scope.

3.7 The Company reserves the right to include a further charge (in addition to the surcharges referred to in clauses 3.5 and 3.6 above) in respect of: a) additional commercial support and management that it provides in relation to the negotiation and implementation of arrangements and agreements with third parties (including but not limited to suppliers, sub-contractors, influencers and talents); and b) data protection requirements including pursuant to the General Data Protection Regulation (GDPR).

4. PAYMENT

4.1 Invoices for work carried out by the Company will be rendered on a monthly basis and each invoice will be due for payment within thirty (30) days from the date upon which it is issued unless the invoice says otherwise.

4.2 If the Company is required as part of any budget (or otherwise) to incur costs or expenses, which on an aggregate basis (and inclusive of any applicable taxes) is or are equal to £10,000 or more (or the equivalent of £10,000 or more in any other currency (or combination of currencies) when applying the exchange rates then prevailing in the Financial Times), the Customer will upon demand by the Company make payment on account to the Company of the precise amount of such costs or expenses (including all applicable taxes) and will in any event procure that such payment is received by the Company in clear funds at least 7 business days before the earliest date on which the Company is itself required to execute payment of any such costs or expenses.

4.3 VAT at the current applicable rate will be added to each invoice.

4.4 Without prejudice to any other right or remedy the Company may have, if the Customer fails to pay the Company any invoice or other sum owing to the Company in full on the due date, the Company shall be entitled to charge compound interest on the unpaid element from the due date calculated and accruing on a daily basis at the rate of four (4) per cent per annum above the base rate for the time being in force of The Royal Bank of Scotland plc or its successor until payment is made.

4.5 Debt Collection Agency fees may be charged on outstanding invoices.

4.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. INTELLECTUAL PROPERTY RIGHTS

5.1 In this clause 5, "Intellectual Property Rights" means: patents, utility models, rights to inventions, copyright (and neighbouring and related rights), moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

5.2 All Intellectual Property Rights in or arising out of or in connection with all work supplied by the Company to the Customer's order (other than Intellectual Property Rights in any materials provided by the Customer) shall, unless otherwise agreed in writing by both parties, be owned by the Company.

5.3 Subject to the payment by the Customer of all sums payable by it to the Company, the Company grants to the Customer, or shall, where necessary and possible, procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the services and the Deliverables to be provided by the Company.

5.4 Any marketing concepts supplied by the Company may only be used by the Customer in the context and for the purpose for which such marketing concepts have been prepared (and the Company reserves the right to charge an additional fee if it agrees to permit its marketing concepts to be utilised in any other context or for any other purpose). The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 5.3.

5.5 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free, sub licensable, non-transferable licence to copy and modify the Customer's logos, trademarks and any other materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.

6. TERMINATION

6.1 The Company may terminate the Contract at any time by giving notice in writing to the Customer.

6.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

a) the other party commits a material breach of the Terms or any other term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of being notified in writing to do so;

b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

6.3 Without limiting or affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:

a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

b) there is a change of control of the Customer.

6.4 Without limiting or affecting any other right or remedy available to it, the Company may suspend the supply of services to the Customer if: a) the Customer fails to pay any amount due under the Contract on the due date for payment; b) the Customer commits a material breach of the Terms or any other term of the Contract; c) clauses 6.2(b), 6.2(c) or 6.2(d) apply to the Customer; or d) the Company reasonably believes that clauses 6.2(b), 6.2(c) or 6.2(d) apply or will soon apply to the Customer.

6A Consequences of termination

6A.1 On termination of the Contract:

a) the Customer shall immediately pay to the Company all outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

b) the Customer shall return all of the Company's materials and any Deliverables and Extras which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

6A.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

6A.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

7. DELIVERY

7.1 The Company will use reasonable endeavours to meet agreed deadlines for delivery. The Company accepts no responsibility for delays occasioned by the acts or defaults of third parties or other matters outside its immediate control.

7.2 Where any delay is caused by the Customer, the Company reserves the right to make a charge to the Customer.

7.3 All proofs or drafts of marketing or other work supplied by the Company to the Customer will remain the property of the Company and must be returned by the Customer to the Company on demand. The Customer is not permitted to make any alterations to any such materials without the approval in writing of the Company.

8. ACCEPTANCE

8.1 It is the Customer's responsibility to give clear and unambiguous instructions to the Company in respect of services it requires from the Company. The Company accepts no responsibility for any costs incurred or losses suffered by reason of the Customer's failure to observe this requirement.

8.2 If the Customer believes that any marketing work is not in accordance with the Customer's instructions, the Customer is required to notify the Company within ten (10) working days of delivery of such work by the Company, failing which the Customer will be deemed to have accepted the work in question.

8.3 If the Company agrees, at the Customer's request, to make changes to any marketing work, then it will be entitled to make an additional charge for such work.

9. WARRANTIES

9.1 The Customer warrants that all necessary permissions have been obtained for the use of any specimen materials supplied by the Customer and that it will indemnify the Company against any claims and expenses arising out of the use of any such materials.

10. SUB-CONTRACTORS

10.1 Where the Company agrees to order Extras from third parties on behalf of the Customer; the Customer will be responsible for paying all costs incurred, plus any handling fees due to the Company.

10.2 The Company does not accept responsibility for the acts or defaults of any third parties from whom they agree to obtain Extras on the Customer's behalf but, in such circumstances, the Company will use reasonable endeavours to ensure that such third parties meet their obligations.

11. DATA PROTECTION AND DATA PROCESSING

11.1 The following definitions shall apply to this clause 11:

a) **'Applicable Laws'**: (for so long as and to the extent that they apply to the Company) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law.

b) **'Data Protection Legislation'**: the UK Data Protection Legislation (as defined below) and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

c) **'Domestic UK Law'**: the UK Data Protection Legislation and any other law that applies in the UK.

d) **'GDPR'**: General Data Protection Regulation ((EU) 2016/679).

e) "UK Data Protection Legislation": any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Clauses 11.3 to 11.6 below apply if the Company is processing Personal Data (as defined in the Data Protection Legislation) for the Customer.

11.3 The parties acknowledge that if the Company is processing Personal Data for the Customer, then for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Company is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

11.4 Without prejudice to the generality of clause 11.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of the Contract.

11.5 Without prejudice to the generality of clause 11.2, the Company shall, in relation to any Personal Data processed in connection with the performance of its obligations under the Contract: a) process that Personal Data only on the written instructions of the Customer (and instructions by the Customer to the Company to perform services which would by their nature involve the processing of Personal Data will be deemed to be written instructions to process data for these purposes) unless the Company is required by Applicable Laws to otherwise process that Personal Data; b) Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit such notification; c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and e) not transfer any Personal Data outside of the European Economic Area unless the prior consent of the Customer has been obtained and the following conditions are fulfilled: i) either of the parties has provided appropriate safeguards in relation to the transfer; ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies; iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and iv) the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; f) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; g) notify the Customer without undue delay on becoming aware of a Personal Data breach; h) at the reasonable written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the Contract unless required by Applicable Laws to store the Personal Data; and i) maintain complete and accurate records and information to demonstrate its compliance with its data processing obligations under the Terms.

11.6 The Customer consents to the Company appointing third party processors of Personal Data under the Contract.

12. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for: a) death or personal injury caused by negligence; b) fraud or fraudulent misrepresentation; and c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1, the Company's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract and/or any services provided by the Company to the Customer shall be limited to the lesser of two million pounds (£2,000,000) or the average annual charges (calculated by reference to the charges in successive 12-month periods from the date of the Contract) paid by the Customer under the Contract.

12.3 This clause 12.3 sets out specific heads of excluded loss:

a) Subject to clause 12.1 the types of losses listed in clause 12.3(c) are wholly excluded by the parties, but the types of losses and specific losses listed in clause 12.3(d) are not excluded.

b) If any loss falls into one or more of the categories in clause 12.3(c) and also falls into a category, or is specified, in clause 12.3(d), then it is not excluded.

c) The following types of losses are wholly excluded: 1. Loss of profits; 2. Loss of sales or business; 3. Loss of agreements or contracts; 4. Loss of anticipated savings; 5. Loss of use or corruption of software, data or information; 6. Loss of or damage to goodwill; 7. Indirect or consequential loss.

d) The following types of losses and specific losses are not excluded: 1. Sums paid by the Customer to the Company pursuant to the Contract, in respect of any services not provided in accordance with the Contract; 2. Wasted expenditure; 3. Additional costs of procuring and implementing replacements for, or alternatives to, services not provided in accordance with the Contract; 4. Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Company.

12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.5 Unless the Customer notifies the Company that it intends to make a claim in respect of an event within the notice period, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.6 This clause 12 shall survive termination of the Contract.

13. DISCLAIMER

13.1 For the purpose of this Clause 13 the following definitions apply:

a) "Legal Advice" means: a) any Reserved Legal Activity (that phrase having the meaning given to it by Section 12 of the Legal Services Act 2007); b) any legal advice or assistance in connection with the application of the law or with any form of resolution of legal disputes; and c) any representation in connection with any matter concerning the application of the law or any form of resolution of legal disputes.

b) "Involvement" means: the entirety of the Company and the Company's legal counsel's involvement with the Customer including (without limitation) the Customer's engagement of the Company, the services or any other work undertaken by the Company or the Company's legal counsel.

13.2 The Company does not provide Legal Advice to any of its clients. The Customer agrees that it will not rely on any work which is undertaken by the Company or the Company's legal counsel and which is of a legal nature including (without limitation) the management, negotiation and drafting of any legal agreements or any other documents or elements of documents which are of a legal nature whether in relation to any services that the Company provides to its clients or otherwise. The Customer undertakes and warrants that if it requires or desires Legal Advice in connection with any services provided by the Company, then the Customer will acquire its own Legal Advice. Neither the Company nor the Company's legal counsel accepts any liability or assumes any responsibility for Legal Advice in respect of any

element of their involvement with the Customer or any services provided by the Company to the Customer.

14. GENERAL

14.1 The Terms and the Contract are governed by the law of England and each party submits to the non-exclusive jurisdiction of the Courts in England and Wales.

14.2 Force Majeure: Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.3 Confidentiality:

a) Each party undertakes that it shall not at any time during the Contract, and for a period of five (5) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.3b) or with the written consent of the other party. The Customer further undertakes that it shall not at any time during the Contract, and for a period of five (5) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of any Group Company.

b) Each party may disclose the other party's confidential information:

i. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and

ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.4 Each party will give the other written notification of any change of address. Absent such notification, the address specified in the Contract is relevant for all purposes.

14.5 Each provision of the Terms is a separate and distinct contractual provision and will remain unaffected if one or more of the other provisions within the Terms is found to be invalid, illegal or unenforceable.

14.6 The Company may exercise any of the rights which it has under the Terms even if it has previously refrained from exercising those rights.