

1 INTERPRETATION

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

“Agreement” means the Quote, these Terms and any Contract for Services.

“Client” means the person, firm, company or other entity who has instructed Cinelab London Limited to carry out the 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 Cinelab London Limited for use in connection with this Agreement, and including any master tapes, film negative prints, sound tapes, video tapes or visual images or sound held in any media.

“Confidential Information” means such information as Cinelab London Limited may from time to time provide to the Client (in whatever form including orally, written, in electronic, tape, disk, physical or visual form) relating to this Agreement and the Works, and all know-how, trade secrets, tactical, scientific, statistical, financial, commercial or technical information of any kind disclosed by Cinelab London Limited to the Client whether in existence prior to the parties entering into this Agreement or which subsequently comes into existence, including any copies, reproductions, duplicates or notes in any form whatsoever.

“Contract for Services” means any subsequent contract for the provision of Services entered into between Cinelab London Limited and the Client pursuant to these Terms.

“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.

“Cinelab London Limited Intellectual Property” means all rights, including Intellectual Property Rights, in and to (i) Cinelab London Limited 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 quote presented by Cinelab London Limited in respect of Services to be provided to the Client.

“Services” means the services to be provided by Cinelab London Limited for the Client pursuant to this Agreement and includes the Works (as defined below) arising out of the Services.

“Terms” means these terms and conditions of business.

Cinelab London Limited of 715 Banbury Avenue, Slough, BR1 4LR

“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 Cinelab London Limited for the Client pursuant to this Agreement.

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 Services will be carried out in accordance with these Terms, any Quote, and any subsequent Contract for Services to the exclusion of any other terms and conditions the Client seeks to impose whether orally or in writing, unless agreed otherwise in writing by the parties.

2.2 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 or any variation thereof, unless expressly accepted by Cinelab London Limited in writing.

2.3 No employee, consultant, freelancer or agent of Cinelab London Limited 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.

2.4 Upon requesting Services from Cinelab London Limited, the Client shall be deemed to have accepted these Terms and these Terms shall become binding as between the Client and Cinelab London Limited, notwithstanding the absence of any formal acknowledgement.

2.5 The Client and Cinelab London Limited may enter into a Contract for Services which will constitute a separate binding contract between the parties which shall incorporate (with any necessary changes) these Terms. In the case of any conflict or inconsistency between these Terms and any subsequent Contract for Services, these Terms shall take precedence.

3. PRICES AND TERMS OF PAYMENT

3.1 Cinelab London Limited will invoice the Client for the prices quoted in respect of Services to be provided at the times set out in the relevant Quote or Contract for Services. Unless otherwise mutually agreed in writing, Cinelab London Limited quoted prices are for services and materials requiring standard procedures based upon the use of Cinelab London Limited facilities and personnel during normal working hours.

3.2 Cinelab London Limited 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 Cinelab London Limited in any way defective, in an unsuitable format (or a different format to that which Cinelab London Limited is expecting to receive the same) 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 and the Services being inaccurate or incomplete, or failing to give Cinelab London Limited 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;

3.2.4 exceptional circumstances outside the control of Cinelab London Limited 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 and unless otherwise agreed by Cinelab London Limited in writing, all invoices rendered by Cinelab London Limited are payable within 30 days of the date of invoice and any interim Cinelab London Limited invoices are payable upon receipt of invoice.

3.4 Cinelab London Limited 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 Cinelab London Limited in respect of Works to be provided prior to delivery of such Works.

3.5 The Client shall pay all amounts owing to Cinelab London Limited 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, Cinelab London Limited shall be entitled, without prejudice to any of its other rights or remedies, to suspend any further performance of the Services without notice and to charge interest on any amount outstanding at the rate of 4% above the base rate of Lloyds Bank from time to time (accruing from day to day both before and after judgment), from the due date of payment to the actual date of payment. Client agrees to pay all reasonable costs and expenses (including attorneys' fees) incurred by Cinelab London in connection with the collection of any monies owed by Client to Cinelab London Limited

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 Cinelab London Limited to Client, which shall (if and to the extent applicable) be payable Cinelab London Limited 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 or Contract for Services.

3.9 The Client shall pay any withholding tax or other similar taxes applicable for the Services or otherwise required by law to be Cinelab London Limited deducted from any payment by the Client Cinelab London Limited 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 Cinelab London Limited 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 Cinelab London Limited against all costs, claims, expenses (including reasonable legal expenses) and/or proceedings arising out of or in connection with such payments. The Client and Cinelab London Limited 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 performed in accordance with the terms of one or more mutually agreed additional or updated estimates, bids, work orders, purchase orders, overages, statements of work, Quotes or Contracts for Services, whether by email or in writing (collectively, "Change Order(s)"), each of which shall set forth the Modifications, the increase or decrease, if any, in the compensation to be paid to Cinelab London Limited occasioned by such Modifications, any changes to the schedule to complete such Modifications and any other proposed changes or known impacts to any other terms, conditions or assumptions in this Agreement, as mutually agreed in writing by the Client and Cinelab London Limited

Cinelab London Limited the Client shall be deemed to have accepted these Terms and these Terms shall become binding as between the Client and Cinelab London Limited, notwithstanding the absence of any formal acknowledgement.

4. PERFORMANCE AND DELIVERY

4.1 Unless otherwise agreed in writing between the parties, all times specified in a Quote or Contract for Services for performance of the Services and delivery of the Works are given in good faith but are not guaranteed by Cinelab London Limited.

4.2 Notwithstanding that Cinelab London Limited and the Client may have agreed that time is of the essence in respect of specified Services or Works, 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. 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 this clause 4.2 may result in delay in performance or delivery, for which Cinelab London Limited shall not be liable.

4.3 Where the Works are to be delivered electronically, the Client acknowledges and agrees that:

4.3.1 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

4.3.2 electronic delivery may involve reliance upon third party providers and data carriers, over which Cinelab London Limited has no control.

4.4 Cinelab London Limited shall not be responsible for and shall have no liability to the Client or any third party for:

4.4.2 any delay in delivery or any non-receipt of any Works delivered electronically;

4.4.3 any loss or damage (including loss of data) that results from any person gaining unauthorised access to any Works delivered electronically;

4.4.4 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

4.4.5 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.

5. INTELLECTUAL PROPERTY

5.1 The Client acknowledges that Cinelab London Limited (or its third-party licensors) owns, and shall retain ownership of, Cinelab London Limited Intellectual Property, and Cinelab London Limited shall not at any time be required to deliver, license or grant any rights to the Client any of Cinelab London Limited 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) Cinelab London Limited: (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 Cinelab London Limited and shall be deemed to be Cinelab London Limited Intellectual Property for the purposes of this Agreement.

5.3 Cinelab London Limited shall retain ownership and possession of, and all rights (including all Cinelab London Limited Intellectual Property Rights) in and to, any original character design, ideas or concepts presented or created by Cinelab London Limited in relation to this Agreement, unless otherwise agreed in writing by the parties. 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 pursuant to a Quote and/or any subsequent Contract for Services.

5.4 Subject to clauses 5.1 to 5.3 above and any other terms agreed pursuant to a Quote or Contract for Services, all title and Intellectual Property Rights in and to the Works (excluding Cinelab London Limited Intellectual Property), shall pass to the Client only upon the Client paying to Cinelab London Limited all sums due and payable under this Agreement. To the extent required, the parties may agree on terms for the licence of Cinelab London Limited Intellectual Property (or any part of it) incorporated into the Works, to enable the Client to receive the benefit of the Works.

5.5 The Client hereby grants to Cinelab London Limited a perpetual, non-exclusive, transferable, sub-licensable, royalty-free licence to use the Client Materials to the extent necessary for Cinelab London Limited and/or its suppliers to provide the Services and the Works.

5.6 The Client acknowledges and agrees that Intellectual Property Rights in and to underlying materials processed by Cinelab London Limited in the performance of the Services and/or embodied in the Works may be owned by third parties and that the use by the Client of the Works shall be subject always to the Client obtaining any and all necessary licences and consents from the relevant underlying rights' owner(s).

6. CONFIDENTIALITY

6.1 Where Confidential Information has been disclosed to the Client, the Client acknowledges that such Confidential Information has been disclosed in confidence, may have considerable value and is of significant importance to Cinelab London Limited.

6.2 The Client further acknowledges that Cinelab London Limited makes no representation with respect to the accuracy or completeness of any Confidential Information, except to the extent agreed by Cinelab London Limited in writing.

6.3 The Client agrees to keep the Confidential Information, including any Cinelab London Limited Intellectual Property provided to the Client pursuant to clause 5, in complete confidence and not to disclose it to any third party. Save as expressly permitted under this Agreement, the Client shall not use, copy in whole or in part, modify or adapt the Confidential Information in any way without Cinelab London Limited prior written consent, which may be given or withheld in its absolute discretion.

6.4 The Client may use the Confidential Information only for the purposes contemplated by this Agreement and for no other purpose. The Client may disclose the Confidential Information to such of its officers, employees and agents to whom disclosure is necessary for the performance of its obligations under this Agreement provided the Client shall ensure such officers, employees and agents observe the obligations of confidentiality imposed by this clause 6 and the Client shall be liable for any failure by them to do so.

6.5 The Client shall not be in breach of this clause 6 if it discloses Confidential Information where such disclosure is required by law, regulation or order of a competent authority provided that Cinelab London Limited is given, where possible, reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

6.6 The Client acknowledges that any breach of its confidentiality obligations under this clause 6 would cause Cinelab London Limited irreparable and unquantifiable damage and that Cinelab London Limited shall be entitled to apply for and obtain (without prejudice to any other rights or remedies available to Cinelab London Limited 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, the Client shall return to Cinelab London Limited, or destroy at Cinelab London Limited's option, any and all written documents or materials containing Confidential Information, together with all copies thereof, and if Cinelab London Limited should so require the Client shall, when returning documents or materials, provide to Cinelab London Limited a certification or statutory declaration duly executed by an officer of the Client confirming that, to the best of the declarant's knowledge, information and belief, the Client has complied with all of its obligations under this clause 6.

7. CANCELLATION AND VARIATION

7.1 Except where otherwise stated in a Quote or Contract for Services, this Agreement will expire on completion of the Services to be provided pursuant to it.

7.2 The Agreement (and any Services to be provided under it) may only be cancelled with the written consent of Cinelab London Limited and in accordance with these Terms (and if applicable, the terms of any subsequent Contract for Services). The giving of consent shall not in any way prejudice Cinelab London's right to recover from the Client full compensation for any loss or expense arising from such cancellation of the Agreement.

7.3 Notwithstanding clause 7.2 and without prejudice to any other rights or remedies available to Cinelab London Limited, the Client may give Cinelab London Limited written notice of cancellation of the Agreement (and any Services to be provided thereunder), provided that where such notice is received by Cinelab London Limited:

7.3.1 Less than 24 hours prior to the date for performance or the commencement of performance of the relevant Services (the "Start Date"), Cinelab London Limited shall be entitled to charge the Client the full price specified in the Quote or the relevant Contract for Services or, if none is stated, the applicable amount chargeable to the Client based on Cinelab London Limited rate card current at Start Date, in each case reflecting the fact that Cinelab London Limited is unlikely to be able to secure an order for the Services and/or to re-allocate in house resources allocated to the Client's order within the specified timeframes, in addition Cinelab London Limited shall be entitled to charge the Client any compensation for the release of services of freelancers confirmed by Cinelab London Limited for the full period of the agreed stated in the Quote or Contract for Services.

7.3.1.1 For 2 weeks when the relevant services have been agreed to for a period of 3 weeks or more.

7.3.1.2 For 7 days when the relevant services have been agreed to for a period of 1 – 14.

7.3.1.3. For all agreed time when the relevant services have been agreed to for a period of 5 days or less.

7.4 Notwithstanding clause 7.2 and without prejudice to any other rights or remedies available to Cinelab London, the Client may give Cinelab London Limited written notice of rescheduling of the Agreement (and any Services to be provided thereunder), provided that where such notice is received by Cinelab London

7.4.1 Less than 24 hours prior to the date for performance or the commencement of performance of the relevant Services (the "Target Date"), Cinelab London Limited shall be entitled to charge the Client the full price specified in the Quote or the relevant Contract for Services or, if none is stated, the applicable amount chargeable to the Client based on Cinelab London Limited rate card current at the Start Date, in each case reflecting the fact that Cinelab London Limited are unable to secure an order for the Services and/or to re-allocate in house resources allocated to the Client's order within the specified timeframes, in addition Cinelab London Limited shall be entitled to charge the Client any compensation for the release of services of freelancers confirmed by Cinelab London Limited for the full period of the agreed stated in the Quote or Contract for Services.

And

7.4.2 Less than 10 working days but more than 24 hours prior to the date for performance or the commencement of performance of the relevant Services (the "Target Date"), Cinelab London Limited shall be entitled to charge the Client the full price specified in the Quote or the relevant Contract for Services or, if none is stated, the applicable amount chargeable to the Client based on Cinelab London Limited rate card current at the Target Date, in each case reflecting the fact that Cinelab London Limited are unable to secure an order for the Services and/or to re-allocate in house resources allocated to the Client's order within the specified timeframes, in addition Cinelab London Limited shall be entitled to charge the Client any compensation for the release of services of freelancers confirmed by Cinelab London Limited for the full period of the agreed stated in the Quote or Contract for Services.

7.5 Cinelab London Limited may cancel this Agreement (and any Services to be provided under it) at any time on written notice to the Client. Cancellation under this clause shall be without prejudice to any other rights or remedies available to ETC (including the right of Cinelab London Limited to recover payment from the Client for any Services provided).

7.6 Any provisions of the Agreement which by their nature are intended to survive cancellation or expiry (including clause 6 (Confidentiality) and clause 8 (Liability and Indemnity) shall remain in full force and effect notwithstanding any cancellation or expiry of the Agreement.

8. LIABILITY AND INDEMNITY

8.1 Nothing in this Agreement shall exclude or in any way limit either party's liability 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.

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 Cinelab London Limited obligations and liabilities in respect of the Works and performance of the Services.

8.2.2 UNDER NO CIRCUMSTANCES SHALL Cinelab London Limited BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE OR BUSINESS PROFITS, BUSINESS INTERRUPTION, DEPLETION OF GOODWILL, LOSS OF USE OR CORRUPTION OF DATA OR SOFTWARE, WHETHER ON A DIRECT OR INDIRECT BASIS.

8.2.3 Cinelab London Limited entire liability for any direct 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 the fees paid by the Client in accordance with this Agreement; and

8.2.4 This clause 8.2 is reasonable and necessary in the circumstances and, having regard to that fact, does not take effect harshly or unreasonably against the Client.

8.3 The Client shall indemnify and hold harmless Cinelab London Limited and its parent companies, affiliates and subsidiaries and their respective officers, directors, employees and agents (collectively, "Cinelab London Limited Indemnitees") from and against all claims, judgements 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 Cinelab London Limited Indemnitees as a result of or in conjunction with:

8.3.1 Any defamatory, slanderous or libellous 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 Cinelab London Limited 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.

8.3.4 Cinelab London Limited carrying out any of Client's written instruction(s) or following the written instructions of Client (including, but not limited to, any claim that Client does not have full and lawful authority to place or authorise Cinelab London Limited to execute an order with Cinelab London Limited in respect of the Client Materials); and

8.3.5 Any breach by the Client, including its officers, employees, consultants, freelancers and agents, of any of these Terms or the terms of any Contract for Services.

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 Cinelab London Limited 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, Cinelab London Limited gives no warranty as to the fitness of the Works for any particular purpose, even though that purpose may be specified in the applicable Quote or Contract for Services, 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

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 Cinelab London 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 Cinelab London whilst in the possession or control of Cinelab London. Cinelab London strongly recommends that the client has protection facilities (e.g., Interpositives) wherever possible.

Cinelab London 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 Cinelab London Limited 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 Cinelab London 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 Cinelab London Limited for the return of the Client Materials within thirty (30) days from the date of the final invoice of a Quote or Contract for Services, as applicable. If the Client does not provide Cinelab London Limited with details for the return of the Client Materials, Cinelab London Limited shall send the Client Materials to its archive upon completion of the Services and Cinelab London Limited shall be entitled to charge the Client reasonable storage charges for doing so. If Client fails to remove the Client Materials and Works, Cinelab London Limited may dispose of the same without liability to Client or any other person.

10.4 Where Client Materials are supplied or specific instructions are given by the Client, Cinelab London Limited 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 Cinelab London Limited use of the Client Materials or adherence to any of the Client's specific instructions.

11. CUSTOMER INPUT AND ACCESS TO/USE OF CINELAB LONDON LIMITED PREMISES, CONTENT AND EQUIPMENT

11.1 The Client shall be solely responsible for ensuring that all information, advice and recommendations given to Cinelab London Limited either directly or indirectly by the Client or by the Client's employees, consultants, freelancers or agents are accurate, correct and suitable. Acceptance of or use by Cinelab London Limited of such information, advice or recommendations shall in no way limit the Client's responsibility hereunder, unless Cinelab London Limited specifically agrees in writing to accept responsibility.

11.2 The Client hereby undertakes to Cinelab London Limited 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 Cinelab London Limited or at which any of Cinelab London equipment shall be kept, shall at all times:

11.2.1 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

11.2.2 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 Cinelab London Limited may publicise, advertise and market the Works 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 manner, as Cinelab London Limited may in its sole discretion decide, without the prior written consent of the Client.

12.2 The Client hereby grants to Cinelab London Limited a perpetual and royalty-free licence to use the Works throughout the world for the purposes of clause 12.1 above and in order for Cinelab London Limited to promote its business by whatever means it sees fit.

13. DATA PROTECTION

13.1 The Client acknowledges that in the course of its dealings with Cinelab London Limited, Cinelab London Limited may acquire personal data which relates to the Client and/or any of its employees, consultants, freelancers or agents and the Client hereby consents to Cinelab London Limited, in accordance with its authorisation and the Act, collecting, storing, processing and transferring to third parties such personal data. The Client further consents to the sale or transfer by Cinelab London Limited of such personal data in connection with an assignment or transfer of any of its assets and its disclosure in compliance with any rule of law or order of competent authority.

13.3 The Client's consents pursuant to this clause 13 are given by it for itself and on behalf of its employees, consultants, freelancers and agents (if any) and the Customer hereby warrants to Cinelab London Limited that it has the authority to give such consent on behalf of those persons.

14. BRIBERY

The Client 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 Cinelab London Limited to contravene the Bribery Act.

15. INSOLVENCY

If the Client shall become bankrupt, or under the provisions of Section 123 of the Insolvency Act 1986, shall be deemed to be unable to pay its debts or compounds with its creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Client (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager or Administrative Receiver is appointed of all or any part of its assets or undertaking Cinelab London Limited shall be entitled to cancel this Agreement in whole or in part by notice in writing, without prejudice to any right or remedy accrued or accruing to Cinelab London Limited.

16. 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, breakdown of machinery or equipment, accident, fire or by any other cause beyond Cinelab London Limited control, Cinelab London Limited 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 Cinelab London Limited 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.

17. SUB-CONTRACTORS

Cinelab London Limited shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under this Agreement.

18. GENERAL

18.1 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, each of the parties.

18.2 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 I shall constitute a waiver of that (or any other) right or remedy.

18.3 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.

18.4 Relationship: No partnership or joint venture is intended or created by this Agreement and neither party shall have authority to act as agent for, to bind, the other party.

18.5 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.

18.6 Assignment: The Client may not assign this Agreement, by operation of law or otherwise, without the prior written consent of Cinelab London

18.7 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.

18.8 Notices: Any notice or other communication required to be given under this Agreement or otherwise in writing may be sent by email or by first class pre-paid post to Cinelab London Limited, 715 Banbury Avenue, Slough, SL1 4LR for the attention of the Finance Dept. 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.

18.9 Trademarks and Intellectual Property. This Agreement does not grant either party a license to, ownership in or the right to use the other party's trademarks, trade names, service marks, copyrights, patents or other intellectual property.

19. 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 Court of England and Wales.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.