

EAST TERMS AND CONDITIONS

(March 2024)

BACKGROUND

- (A) These are the general Terms and Conditions of Cantello Consultancy Limited t/a EAST with registered office at Unit 18 Enterprise Centre East Northants Michael Way Warth Park, Raunds, Wellingborough, Northamptonshire, United Kingdom, NN9 6GR with company number 05273005.
- (B) EAST will provide a range of services and deliverables to a Client (a recipient of those services and deliverables) as further described in a brief or proposal or estimate document and where applicable, in one or more Schedules on a per Project basis (any such document(s) including these Terms and Conditions shall be the "**Agreement**").
- (C) The parties agree, where the brief or proposal document is agreed, that these Terms and Conditions shall be incorporated, and that such services and deliverables shall be supplied in accordance with the terms of this Agreement.

IT IS AGREED AS FOLLOWS

1 Definitions

Client Materials: any data, client equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Client which are provided to EAST and/or its associates by or on behalf of the Client.

Client Obligations: those obligations (if any) set out in the applicable Statement of Work or brief of other proposal document which must be performed by the Client in order for EAST to be able to perform the Services and provide the Deliverables.

Company Materials: software (including all programming code in object and source code form), methodology, know-how and processes and Materials in relation to which the Intellectual Property Rights are owned by (or licensed to) EAST and which are: (i) in existence prior to the date on which it is intended to use them for a Project; or (ii) created by or for EAST outside of a Project and which are intended to be reused across its business.

Deliverables: the advertising, creative and other materials which are to be provided by EAST as specified in a Statement of Work or brief or proposal document which comprise the Project, including Third Party Materials and Company Materials where applicable.

Force Majeure Event: any act, event, non-happening, omission or accident beyond a party's reasonable control, including but not limited to: strikes; lock-outs or other industrial action; civil commotion; riot; invasion, war (whether declared or not) or threat of or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or any other means of public or private transport; or compliance with any law or governmental order, rule, regulation or direction.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, typography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Losses: losses, damages, liabilities, claims, demands, actions,

penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses), subject to clause 18.

Materials: any artwork, copy, models, designs, photographs, commercial, feature film, character, music, voice over, sound recording, performance, book, painting, logo, or any other material protected by Intellectual Property Rights;

Moral Rights: all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world.

Project: any project(s) agreed between the parties from time to time as more fully described in this Agreement and applicable Statement of Work any or brief or proposal document.

Services: the Services to be supplied by EAST under this Agreement as set out in the relevant Statement of Work

Statement of Work: one or more documents as set out in Schedule 1 or similar form as agreed and signed by the parties from time to time relating to particular Projects or matters

Term: the period commencing on the Effective Date and ending on the effective date of termination of this Agreement in accordance with clause 17.

Territory: Worldwide including the internet unless notified otherwise to the Client;

Third Party Materials: those Materials which are either commissioned by EAST from third parties during the Term and incorporated into the Deliverables, or which have been created by a third party and which are in existence at the time it is desired to make use of them for inclusion in the Deliverables, but which excludes software which is owned or licensed by a third party.

2. Application of the Agreement

2.1 This Agreement shall prevail over any inconsistent terms or clauses contained, or referred to, in any purchase order or confirmation of order produced by the Client.

3. Appointment and Statements of Work

3.1 During the Term, EAST shall perform the Services and (where relevant) shall supply the Deliverables to the Client in the Territory in accordance with agreed estimates, briefs, proposals or Statements of Work.

3.2 The parties may agree new Projects or projects from time to time by agreeing a new Statement of Work in writing. Once a Statement of Work has the signature of both parties, such Statement of Work shall automatically form part of this Agreement.

4. Term

4.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with clause 17.

4.2 Each Project shall commence on the applicable Commencement Date and shall continue for the Project Term, subject to earlier termination in accordance with the terms of clause 17.

5. Fees

5.1 The Fees specified and all other sums payable to EAST are exclusive of Value Added Tax and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Client at the rate prevailing from time to time.

5.2 The Fees specified do not include travel, hotel or subsistence expenses or the cost of materials and external services incurred in providing the Deliverables.

5.3 EAST reserves the right to revise the fee rates if a change to the Deliverables is agreed pursuant to clause 9.1. Any such change will be notified to the Client for approval and if the

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Client does not agree to the revised fee then EAST is under no obligation to deliver the revised Deliverables.

6. Third Party Costs

6.1 All third party costs shall be notified to Client and Client shall pay such costs upfront.

7. Payment

7.1 EAST shall submit an invoice in respect of the Fees and any other amounts owed and Client shall pay in full within 30 days of the date of such invoice unless otherwise notified to the Client in a proposal document or brief.

7.2 If the Client fails to pay any sum due under this Agreement, EAST shall be entitled to: (i) charge interest from the date of issue of the applicable invoice until the date payment is made at the rate of six (6%) per cent per annum over the base rate from time to time in force of NatWest Plc accruing daily; and (ii) without prejudice to any other remedy, suspend any Project until EAST receives payment in full.

8. Non Solicitation

8.1 The Client agrees that during the duration of the Project and for twelve (12) months thereafter it shall not employ or engage whether directly or indirectly on any other basis or offer such employment or engagement to any person employed or engaged by EAST who has been associated with the Project without EAST 's prior agreement in writing.

8.2 If the Client breaches clause 8.1 the Client shall be liable to pay to EAST liquidated damages in an amount equal to the person's emoluments per annum at the time of leaving the employment of EAST or if the person is an independent contractor of EAST an amount equal to the fees paid by EAST to the contractor in the last 12 months of his Agreement.

9. The Project

9.1 Either party can request changes to the Project at any time. Each party shall have the right to reject on reasonable grounds any such change requested by the other party. The Statement of Work will be updated to include the relevant changes and the revisions will form part of the Agreement.

9.2 EAST shall be permitted to not organise a Project that EAST believes is likely to: (i) mislead consumers; (ii) breach the rights conferred on consumers by law; or (iii) breach applicable law or any regulatory guidance.

9.3 Should EAST wish to enact its rights under clause 9.2, EAST shall on written notice suspend the Project and unless EAST 's concerns are rectified the Project shall terminate.

10. Client Obligations

10.1 The Client acknowledges that the performance by EAST of the Project is dependent upon the Client's prompt instructions and Client's compliance with any specific Client Obligations described in this clause 10 and the Statement of Work.

10.2 The Client will give EAST full and clear instructions as to its requirements for the Services and Deliverables to be included in a Statement of Work, including full details of the dates by which each stage of the proposed Services and Deliverables are to commence and finish.

10.3 The Client will promptly supply to EAST (at no charge) any Client Materials reasonably required by EAST or otherwise necessary to provide the Services and Deliverables and shall ensure that it has all rights and licences in place to enable use by EAST of all Client Materials.

10.4 Where participation by, or access by EAST to, the Client's personnel is necessary for the Project, the Client shall procure such personnel to be available at the times required by EAST.

10.5 The Client shall notify EAST in writing should it become aware of any information which it considers or suspects may impact upon the Project, including if the Client considers that any Deliverables submitted to the Client by EAST for approval are false or misleading or in any way contrary to applicable law.

10.6 If the Client does not fulfil its obligations under or in connection with this Agreement (including its payment obligations), then to the extent that such failure prevents EAST from performing any Services and/or providing any Deliverables in accordance with this Agreement, EAST will be relieved of its obligations to the Client, and EAST shall not be liable for any Losses incurred by the Client as a result of any such failure.

11. Service Delivery

11.1 Client shall provide the Client Materials EAST reasonably requires for the purposes of performing the Services and providing the Deliverables.

11.2 EAST shall: (i) apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance of the Services and provision of the Deliverables; and (ii) comply with all lawful and reasonable directions regarding the Services and Deliverables communicated to it from time to time by the Client (provided such directions do not materially deviate from or add to the Statement of Work).

12. Personnel

12.1 EAST will allocate suitable personnel, which may include contractors, with appropriate levels of experience and seniority to provide the Services. The Client acknowledges and agrees that it may be necessary for EAST to replace the personnel providing the Services with alternative personnel with similar levels of seniority and experience.

13. Project Management

13.1 During the Term, EAST will keep the Client fully informed as to the progress and status of all Services and Deliverables including through Progress Meetings. EAST will prepare and submit written reports at such intervals and in such format as is agreed by the parties and will promptly inform the Client of any actual or anticipated problems relating to delivery of the Deliverables.

14. Approval Process

14.1 Where a party is asked to give approval under or in connection with this Agreement, such approval shall not be unreasonably withheld or delayed.

14.2 EAST may from time to time seek the Client's prior approval of any draft Deliverables and such approval will be EAST's authority to proceed with the use of the relevant Deliverables.

14.3 In the event that the Client does not approve of any matter requiring approval it shall notify EAST of its reasons for disapproval within 5 days of EAST 's request, or in accordance with any time frame set out in the Statement of Work or as otherwise agreed in writing. If the Client does not notify EAST of its disapproval in accordance with this clause 14.3, it shall be deemed approved.

14.4 In the event of any delay or failure of the Client giving approvals (or disapprovals) requested under or in connection with this Agreement, EAST will not be liable for any resulting delays or adverse impact caused to the delivery of the Project.

14.5 If the project/research is cancelled or postponed, a fee will be

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charged to cover:

- 14.5.1 the cost of the project incurred up to the cancellation or postponement date;
- 14.5.2 the cost of executive time allocated to the project one week after the cancellation or postponement date; and
- 14.5.3 Fieldwork date options are valid only one week from the date of quotation.

15. Intellectual Property Rights

- 15.1 EAST acknowledges that ownership of Client Materials and ownership of all Intellectual Property Rights in any Client Materials (including any modifications or adaptations of such Client Materials produced in the course of providing the Services and Deliverables) shall remain vested in the Client or its licensors. The Client hereby grants to EAST a non-exclusive licence during the applicable Project Term to use the Client Materials solely for the purposes of providing the Services and Deliverables.
- 15.2 Subject to the remaining provisions of this clause 14.5 and subject to EAST receiving payment of all Fees and other applicable amounts owed, unless otherwise notified to Client in a brief or other proposal document, EAST shall hereby assign to the Client absolutely with full title guarantee (by way of a present assignment of present and future rights) all of the Intellectual Property Rights (or a percentage thereof as set out in a the brief or estimate or equivalent document or any applicable Schedule) in any Deliverables which are capable of being assigned together with the right to sue for past infringement of the Intellectual Property Rights in Deliverables. If the Client wishes to use the Deliverables outside of the Territory, such use shall be subject to usage fees agreed between the parties.
- 15.3 The Client acknowledges that all Intellectual Property Rights in EAST Proprietary Materials shall be owned by and remain the property of EAST.
- 15.4 Subject to EAST receiving payment of all Fees EAST hereby grants to the Client a non-exclusive, revocable royalty-free licence to use such EAST Proprietary Materials as are included in the Deliverables, in the Territory, for the agreed fee, the period of time and for the purposes set out in the Statement of Work.
- 15.5 EAST shall use all reasonable endeavours to obtain all usage rights in any Third Party Materials as shall be necessary in order that the Client can use such Third Party Materials for the purposes set out in the Statement of Work. EAST shall notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party Materials, and the Client hereby indemnifies and keeps EAST indemnified against any Losses suffered by EAST as a result of the Client or its Affiliates breaching any such restrictions. If so requested by the Client, EAST shall use reasonable endeavours to obtain an assignment of the Intellectual Property Rights in the Third Party Materials at the Client's cost.
- 15.6 EAST agrees, at the Client's request and expense, to take all such actions and execute all such documents as are necessary (in the Client's reasonable opinion) to enable the Client to obtain, defend or enforce its rights in the Deliverables, and shall not do or fail to do any act which would or might prejudice the Client's rights under this clause 14.5.
- 15.7 To the extent permitted by law and subject to EAST receiving payment of all Fees, EAST shall ensure that all Moral Rights in EAST Proprietary Materials included in the Deliverables are

waived (or where not lawfully possible to waive Moral Rights, EAST agrees not to assert any Moral Rights in respect of Project Materials).

- 15.8 Notwithstanding any of the above and save as otherwise expressly provided for in a Statement of Work or the Schedule(s), EAST shall: (i) be able during and after the Term to use any Deliverables which have been broadcast, published, distributed or otherwise made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on EAST's website, in credentials pitches and in its showreel. Any other use by EAST shall be subject to the Client's prior approval; and (ii) retain all know-how obtained in connection with the Services and Deliverables.
 - 15.9 For the avoidance of doubt, EAST shall not be liable under or in connection with this Agreement for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf, nor in the event that any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client and/or its associates.
 - 15.10 The terms of and obligations imposed by this clause 14.5 shall survive the termination of this Agreement for any reason.
- ### 16. Confidentiality and Publicity
- 16.1 Neither party shall during the term of this Agreement or after its termination disclose to any third party any confidential information of the other party (except as required by law or with the prior written consent of the other party). "**Confidential Information**" of the other party means any document, material, idea, data or other information of whatever nature which is obtained either in writing, visually or electronically (including but without limitation to the generality of the foregoing, software, photographs, videos or recordings of visual images on any media and which relates either to EAST's or the Client's research and development, trade secrets or business affairs or which is marked confidential and disclosed by either party to the other for the purposes hereof). Confidential Information of the other party does not however include any document, material, idea, data, or other information which: (i) is known to the receiving party under no obligation of confidence, at the time of disclosure by the other party; or (ii) is or becomes publicly known through no wrongful act of the receiving party; or (iii) is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; or (iv) is independently developed by the receiving party; or (v) is disclosed by the other party to a third party under no obligation of confidence; or (vi) is required to be disclosed by a government authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
 - 16.2 Neither party shall at any time, whether during the Term or at any time thereafter, without the prior written approval of the other party, use, disclose, exploit, copy or modify any of the other party's Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations in connection with this Agreement.
 - 16.3 The Client acknowledges that nothing in this Agreement shall affect EAST's right to use as it sees fit any general marketing or advertising intelligence gained by EAST in the course of its

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appointment.

16.4 Each party hereby indemnifies the other party from and against all Losses arising out of or in connection with the other party's breach of this clause 16, including breach by each party's Associates.

16.5 The terms of and obligations imposed by this clause 16 shall survive the termination of this Agreement for any reason.

17. Termination

17.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement if: (i) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (ii) the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; (iii) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or (iv) the other party files for bankruptcy or a petition is filed in relation to the winding up of that party; (v) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

17.2 EAST may terminate the Agreement at any time upon 60 days' written notice to the Client.

17.3 On termination of the Agreement for any reason: (i) the Client shall immediately pay to EAST all of EAST's outstanding unpaid invoices and interest including during the notice period and, in respect of Deliverables supplied but for which no invoice has been submitted, EAST may submit an invoice, which shall be payable immediately on receipt; (ii) each party shall immediately return all of the other party's property; and (iii) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination (in particular but not limited to clauses 8.1, 8.2, and 16), shall not be affected.

18. Limitation of Liability

18.1 This clause 18 sets out the entire financial liability of EAST to the Client in respect of any breach of the Agreement including any deliberate personal repudiatory breach by EAST and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

18.2 All contractual warranties, contractual clauses and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

18.3 The Client recognises that: (i) the nature of EAST's work means that although all the Deliverables will be delivered, there is no guarantee that the Project will lead to increased revenue. The services offered by EAST and any Project will by their nature be speculative; (ii) the idea or methodology behind any Project and the decision to proceed with a particular Project will always be the Client's and EAST will always rely on the knowledge that the Client has of its business.

18.4 Nothing in these clauses limits or excludes the liability of either party: (i) for death or personal injury resulting from negligence; or (ii) for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.

18.5 Subject to clause 18.2 and clause 18.3, EAST shall not be liable to Client for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; or (v) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

18.6 EAST's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement shall be limited to the aggregate of the Fees paid by the Client at the time of breach.

18.7 If EAST's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, EAST shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

18.8 EAST takes no responsibility for any defects in the Project which are caused by: (i) information provided by the Client being incorrect or misleading; or (ii) any loss to the Client resulting from, or substantially caused by, the Client's failure to comply with the Client Obligations; (iii) the omissions or negligence of the Client (including its contractors or employees); or (iv) any problems with the Client's IT systems or social accounts.

19. Client Warranties

19.1 The Client warrants and undertakes that:

19.2 it has full power and authority to enter into this Agreement and that by doing so it will not be in breach of any obligation to a third party;

19.3 the Client Materials will not, when used in accordance with this Agreement and any written instructions given by the Client, infringe third party Intellectual Property Rights or breach any applicable laws;

19.4 to the best of its knowledge and belief, the Client Materials will comply with all applicable laws and regulations including all Advertising Regulations; and

19.5 the Client Materials are accurate and complete in all material respects.

20. Force Majeure

20.1 Neither party shall be liable for any delay in performing or for failure to perform any of its obligations under this Agreement to the extent that and for so long as the delay or failure results from a Force Majeure Event. For the avoidance of doubt, the occurrence of a Force Majeure Event shall not affect the Client's obligation to pay the Fee or any other fees or expenses falling due at the time of the Force Majeure Event.

20.2 The party whose performance is affected by a Force Majeure Event shall, as soon as reasonably practicable after becoming aware of the Force Majeure Event, notify the other party in writing of the circumstances of the Force Majeure Event and the other party shall grant a reasonable extension for the performance of this Agreement, provided however that if either party shall have been so prevented from meeting its obligations for more than twenty (20) Business Days following the receipt of such notice, then either party may terminate

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this Agreement forthwith upon written notice. Each party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.

21. Notices and other Communications

- 21.1 Any notice shall without prejudice to any other method of giving it be sufficiently given if it is sent by registered or recorded delivery first class post to the other party to the address (as the case maybe) EAST 's registered office or in the case of the Client the address stated in the Statement of Work or to such other address as the respective party may advise by notice in writing from time to time.
- 21.2 Notices shall be deemed to have been properly given after three (3) business days.

22. Assignment

- 22.1 No right or obligation under this Agreement shall be assigned or transferred by either party without the prior written approval of the other party. EAST may sub-contract the performance of any of its obligations under this Agreement to third parties without the Client's consent, provided however that such sub-contracting shall not relieve EAST from its obligations to the Client under this Agreement.

23. Data Protection

- 23.1 Data Protection Legislation means the Data Protection Act 2018 (DPA) and any regulations and secondary legislation, as amended or updated from time to time, in the UK. The parties to this Agreement will comply with the Data Protection Legislation. For the purposes of such legislation, the Client consents to the holding, disclosing and processing of personal data (**Data**), including sensitive personal data, as such terms are defined under the Data Protection Legislation, relating to the Client by EAST (and any companies in the same group as EAST and, where relevant, their employees, agents and advisers) for purposes connected with this Agreement and to ensure compliance with the EAST 's legal and regulatory obligations. The Client agrees to inform EAST when there are changes to the Client's Data.
- 23.2 The holding, disclosing or processing of Data may be in any form (whether obtained or held in writing, electronically or otherwise) and the Client acknowledges that the processing of Data further to this Agreement may involve the disclosure of the Data to third parties and the transfer of such Data outside the European Economic Area including the USA and other jurisdictions where data protection regulations may not offer the same protection as those applicable within the European Economic Area and the Client consents to such transfers.

24. No Partnership or Agency

- 24.1 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind

between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

25. Legal Construction

- 25.1 The parties have populated the Statement of Work appended to this Agreement which pertains to the Project. Where the Statement of Work is not referred to in the document that information is not legally binding.
- 25.2 This Agreement constitutes the entire agreement reached between the parties with respect to the Project. It supersedes all prior proposals (and details on the Statement of Work which are not expressly referred to in this document) and no other representations, understandings and Agreements, whether oral or written, and all other communications save for any fraudulent misrepresentation shall form a term herein.
- 25.3 The failure of either party to enforce or exercise at any time any term or any right under this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect that party's later right to enforce or to exercise it.
- 25.4 If any clause, provision or any part of this Agreement becomes invalid, illegal or unenforceable in any respect under any law or for any other reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- 25.5 No modification or variation of this Agreement shall be valid unless made in writing and signed by an authorised representative of each party. No modification or variation of this Agreement shall affect any rights, obligations or liabilities under this Agreement which have already accrued to the date of such modification or waiver.
- 25.6 No delay or failure of either party in enforcing against the other party any term or clause of this Agreement, and no partial exercise by either party of any right hereunder, shall be deemed to be a waiver of any right of that party under this Agreement.
- 25.7 This Agreement shall be governed by and construed 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.
- 25.8 No third party shall acquire rights pursuant to the Agreements (Rights of Third Parties) Act 1999.