

PARTIES

- (1) Just Another Label Ltd trading as JAMMO incorporated and registered in England and Wales with company number 03635790 whose registered office is at Just Another House, Redgrave Road, Diss, Norfolk IP22 2JA (**the Producer**).
- (2) The person whose details are set out in the Quote (**You**).

BACKGROUND

- (A) You wish to engage the Producer, and the Producer has agreed, to develop, produce and deliver to You, a corporate video (**Video**); the aims, creative and editorial vision of which are set out in the Quote.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Acceptance Date: the date on which You notify the Producer in accordance with clause 3.5 that You have received and accept as satisfactory and final the Video and all other Delivery Materials.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Delivery Date: As set out in the Quote, if agreed.

Delivery Materials: the materials and rights granted with them as set out in the Quote.

Fixed Fee: The fee set out in the Quote.

Production Schedule: the agreed dates, fees, times and locations for the preparation, production and post-production of the Video during the Term, as set out in the Quote.

Products: the products of the Services, including the Video, the Delivery Materials and all performances and literary, dramatic, artistic and musical material incorporated by the Producer into the Video but excluding rights in works owned by You.

Quote: The fees, services and terms set out in the attached order sheet.

Services: the services to be provided by the Producer under this agreement as set out in the Quote.

Term: the period from the date of this agreement until the Acceptance Date or (if earlier) termination of this agreement.

Video: The film to be made by the Producer for You details of which are set out in the Quote

- 1.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. ENGAGEMENT

- 2.1 In consideration of payment to the Producer of the Fixed Fee, You engage the Producer, and the Producer agrees, to produce the Video And in accordance with the Quote and to provide such other services as are agreed between the parties from time to time in connection with the Video (**Services**). The Services may include but are not limited to:

- (a) creating and developing a storyboard for the Video in full discussion with You and in accordance with the directions and request of You;
- (b) consulting with and assisting in the writing of any script for narration in the Video;
- (c) casting voice artists in consultation with You;
- (d) selecting, gathering, holding and developing in consultation with You material that is to be contributed to the Video by third parties;
- (e) making all necessary preparations for the filming and production of the Video including providing or engaging the crew, studio and other necessary facilities and services necessary to render the Services;
- (f) obtaining a licence to use music and other audio products, including voice-overs.
- (g) creating and producing the Video in a timely fashion in accordance with the Production Schedule;
- (h) undertaking and overseeing all post-production titling, editing, scoring, dubbing, cutting and completion of the Video; and
- (i) delivering to You the Delivery Materials on or before the Delivery Date.

- 2.2 You acknowledge that by instructing the Producer to start work, you accept these terms, even if you have not signed and returned them.

3. CREATIVE CONTROL

- 3.1 You agree to meet from time to time as agreed between You and the Producer to consult in good faith over the editorial content and artistic direction of the Video provided that You will, having undertaken to first have full discussions with the Producer and giving good faith consideration to the Producer's views as a professional production company, have final editorial and artistic control over the Video.

- 3.2 You undertake that You have the right to accept as satisfactory the story outlines, scripts, voices, storyboards, design and music of the Video and You shall be

responsible for the cost of any lengthening of the Production Schedule necessitated by the exercise of such right, other than the cost of changes arising from acts or omissions of the Producer. You will also be available to provide hands-on assistance during filming where essential.

- 3.3 The Producer will submit to You details of the scripts, voices, storyboards, design and music for the Video for review and acceptance and You shall confirm either its acceptance or non-acceptance with reasons in writing within five Business Days after receipt of such details. If the Producer does not receive notice of such acceptance or non-acceptance within that period of five Business Days, You will be deemed to have accepted such details, which will then form part of the Delivery Materials.
- 3.4 If You decline to accept any of the Delivery Materials, the Producer will then have ten days in which to make all necessary changes to them, in consultation with You, You having given written reasons for non-acceptance. The Producer will then submit to You the revised material or replaced materials and the provisions of clause 3.3 and this clause 3.4 will apply again. If You decline to accept any of the revised material or replaced materials, the Producer will have a further ten days in which to make all necessary changes to them, in consultation with You, You having given written reasons for non-acceptance. The Producer will then submit to You the further revised material or replaced materials and the provisions of clause 3.3 and this clause 3.4 will apply again, save that any further request for amendment by You after the third review shall be subject to charge by the Producer to cover reasonable costs necessarily incurred as a result of the third non-acceptance, such costs to be paid within ten Business Days of your receipt of a valid invoice for the Producer.
- 3.5 You will have the opportunity to accept, or refuse to accept, the Video at rough and final cut stage on DVD delivered in hard copy or posted online for online review at the Producer's cost. Subject to dates being agreed in advance, You shall be entitled to request within a period of ten Business Days from receipt of each of the rough and final cut of the DVD respectively, reasonable amendments which shall be undertaken by the Producer at its own cost. If You do not request amendments within ten Business Days, acceptance shall be deemed to have occurred and the Video accepted.
- 3.6 The Producer agrees that it shall:
 - (a) render the Services to the highest professional standards and in accordance with Your reasonable instructions and requests;
 - (b) perform the Services in willing co-operation with You and where requested by You or your other professional advisors and service providers such as a PR or advertising agency;
 - (c) not without Your written consent, order goods nor incur any liability on Your behalf nor pledge its credit nor hold itself out as being entitled to do so other than as is contemplated in the Quote;
 - (d) not without prior discussion with You make any commercial use of its role in, or association with, the Video;

- (e) be responsible for arranging and supervising the performance of the Services and delivery of the Delivery Materials;
- (f) maintain throughout the Term a policy of public liability and professional indemnity insurance providing not less than two million pounds level of cover in respect of any act or omission of the Producer; and
- (g) for the avoidance of doubt, be responsible for the payment of all wages, fees, costs and payments of any nature due to all personnel engaged or employed by the Producer to render services in connection with the Video including all income tax, national insurance and any and all payment in lieu of holiday connected therewith and for the payment of all goods and services acquired by the Producer to perform the Services, and You shall have no liability in respect of such costs.

3.7 You agree that You shall:

- (a) provide the Producer with reasonable access to your premises at no expense to the Producer inclusive of the cost of space, heat, light, power providing that the Producer shall, and shall procure that all its employees and contractors shall, enter into Your standard conditions for such access if so required; and
- (b) inform all employees, agents and guests at your premises of the proposed filming and obtain relevant release forms duly signed by all such persons;
- (c) where necessary and agreed give the Producer access to Your personnel and instruct such personnel to assist and support the Producer wherever possible, to comply with the Producer's reasonable requests in making the Video, and in particular to provide such information as the Producer may request; and
- (d) provide access to digital information, company graphics and website for use in the Video.

4. CREDIT

Subject to the Producer duly rendering the Services and not being in breach of any of its material obligations under this agreement, You authorise the Producer to insert, or have the appropriate third party insert, credit as the producer of the Video on the end credits of the Video, with its name and web address printed on all hard copies of the Video and included alongside all online versions of the Video. Provided that You have notified all third parties of its credit obligation to the Producer under this agreement, no inadvertent failure by You or by any such third party to accord the Producer such credit will constitute a breach of this agreement by You, provided further that it uses its reasonable efforts to remedy such failure where practicable.

5. FEES AND PAYMENT

5.1 Subject to the provisions of this agreement and to the due performance by the Producer of its material obligations under this agreement, You shall as inclusive remuneration and as full and complete consideration for the Services and all rights granted to You in this agreement, pay to the Producer the Fixed Fee payable as follows:

- (a) 25% upon acceptance of the agreement;
- (b) 25% on approval of the rough cut of the Video; and
- (c) 50% on the Acceptance Date.

5.2 The Fixed Fee shall be exclusive of VAT, which shall be paid to the Producer, in addition, on submission by the Producer of a valid VAT invoice.

5.3 You acknowledge that all the rights granted to You under clause 6 of this agreement, including all so-called rental and lending rights are those forming part of the Delivery Materials and that the Producer shall not have any responsibility or liability in relation to any rights in the Video or Delivery Materials other than those set out in the Quote.

5.4 If You fail to make any payment due to the Producer under this agreement by the due date for payment, then You shall pay interest on the overdue amount at the rate of 8% per annum above Nat West's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

6. RIGHTS

6.1 The Producer hereby grants and assigns to You absolutely the rights as set out the Quote.

6.2 The Producer shall promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full *effect* to this agreement, and shall use all reasonable endeavours to procure that any third parties shall also do so as necessary. You shall reimburse the Producer for the reasonable costs properly incurred by it in complying with its obligations under this clause.

6.3 You agree that the Producer may use Your name and intellectual property rights solely to the extent necessary for the purpose of providing the Services, such as by including them on Delivery Materials, referring to them in paperwork and in discussions with third parties in order to indicate the nature of the Video, and including them in the Producer's own promotional materials and show reels in accordance with clause 7.4. You warrant that no such use shall infringe the rights of any third party.

- 6.4 The Producer shall have the non-exclusive right for perpetuity from the Delivery Date to use extracts from the Video for its own promotional use in internal and prospective presentations, show reels and on the Producer's website and social media. Each such extract must be no longer than five minutes in length, and the extracts used in any one promotional item must not exceed 20 minutes cumulatively. You shall have the right to request to the Producer that the extracts (or any one or more of them) be removed and no longer used by the Producer if You reasonably consider that such use may be detrimental to Your reputation or its commercial interests.
- 6.5 For the purposes of the Data Protection Act 1998, as amended, the Producer agrees and consents to You holding and processing personal data relating to the Producer and individuals connected with the Producer in any form, whether electronically or otherwise, provided that the Producer complies at all times with data protection law and best practices.

7. WARRANTIES

- 7.1 The Producer hereby warrants, represents and undertakes to You that:
- (a) the Producer is fully entitled to enter into and to perform this agreement;
 - (b) the Video (save to the extent that it incorporates material made available to the Producer by You – which is provided at the sole risk of You and the Producer accepts no responsibility for) and will not infringe the copyright or any other rights of any third party, including rights to privacy;
 - (c) the Video will not (including by way of inflection or gesture or otherwise) contain any defamatory matter or breach any contract or duty of confidence nor bring You into disrepute or subject it to criminal or civil proceedings, and does not incorporate any matter which constitutes contempt of court unless such material has been provided to the Producer by You and agreed in advance by the parties;
 - (d) the Producer is and will remain throughout the term a registered data holder and controller for the purposes of the Data Protection Act 1998 and shall hold all and any data relating to this agreement strictly in accordance with such legislation at all times;
 - (e) the Producer shall not make any commercial exploitation of any of the Products except as permitted under this agreement;
 - (f) the Producer shall indemnify You against all actions, costs, demands, losses, claims and expenses of whatsoever kind or nature arising from any actual or threatened breach or non-performance of any of the warranties, representations, undertakings or obligations on the Producer's part contained in this agreement.
- 7.2 In order to receive the indemnification under clause 7.1(f) You shall promptly notify the Producer of a claim and shall grant the Producer the sole right to defend, control and settle such claim, and the Producer shall have the right at its own cost to have its

own legal counsel present at all meetings and hearings relating to the claim. You shall not compromise, settle or otherwise resolve a claim without the Producer's prior written consent, not to be unreasonably withheld or delayed.

- 7.3 You hereby warrant, represent and undertake to the Producer that You:
- (a) are fully entitled to enter into and perform this agreement;
 - (b) shall either own, or have obtained and paid for licences to use, all materials provided to the Producer by You in connection with the production of the Video; and
 - (c) shall indemnify the Producer and keep the Producer fully and effectively indemnified against all actions, costs, demands, losses, claims and expenses of whatsoever kind or nature arising from any actual or threatened breach or non-performance of any of the warranties, representations, undertakings or obligations on Your part contained in this agreement.
- 7.4 In order to receive the indemnification under clause 7.3(c), the Producer shall promptly notify You of any claim and shall grant You the sole right to defend, control or settle such claim and the Producer shall have the right to have their own counsel present at the Producer's sole cost and expense.
- 7.5 Neither party shall be liable to the other party for incidental, consequential, special or punitive damages or loss of profits that the other party may suffer arising out of any breach of this agreement.

8. CONFIDENTIALITY

The Producer shall not, without the prior consent of You, make to any third party any statement or supply any information or photograph or trailer relating to the Video or to the Services or to the business or legal affairs of You, other than to state that it is producing the Video (but this shall not prevent proper disclosures of information to the parties' professional advisers or as required by law).

9. PUBLICITY AND PROMOTION

You agree in good faith to consult throughout the Term on publicity and promotional plans for You that involve use of the Video. All public relations, promotional and press activities undertaken shall be subject to Your prior written approval (such approval not to be unreasonably withheld or delayed).

10. LOSS

The Producer shall not be liable for:

- (a) any claim for loss of publicity or opportunity to enhance your reputation of even if you delay or abandon production or exploitation of the Video or the use of the Services; or

- (b) any loss or damage to the your property nor for any personal injury, illness or death caused or suffered in connection with its engagement under this agreement unless caused by the negligence of the Producer and recoverable on that ground following the judgment of a competent court.

11. TERMINATION

11.1 You may terminate this agreement on two weeks' written notice.

11.2 On termination under clause 11.1, the Producer shall be entitled to receive payment:

- (a) of all sums that the Producer is, up to the date of termination, contractually obligated to pay third parties; and
- (b) on a pro rata basis for Services rendered up to the date of termination and any sums to which the Producer is, up to the date of termination, contractually obligated to pay third parties. The pro rata amount shall be calculated according to the following formula:

Number of Business Days on which the Producer has provided Services since the most recent scheduled payment date preceding termination

divided by

Total number of Business Days between the payment date preceding termination and the next scheduled payment date.

multiplied by

amount of next scheduled payment

11.3 You may terminate this agreement with immediate effect by giving written notice to the Producer if:

- (a) the Producer commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten Business Days after being notified in writing to do so;
- (b) the Producer is incapacitated from rendering the Services for more than either ten consecutive Business Days or fifteen Business Days in the aggregate.

11.4 On termination under clause 11.3 the Producer shall not be entitled to receive any further payment.

11.5 On termination of this agreement for any reason:

- (a) neither party shall have any further obligation to the other under this agreement except as stated in this agreement;

- (b) the rights, remedies or obligations of the parties that have accrued or become due before termination shall remain unaffected; and
- (c) You shall remain entitled to all rights granted or assigned to it under this agreement.

12. ASSIGNMENT AND OTHER DEALINGS

12.1 The Producer shall not, without your prior written consent assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

12.2 You shall be entitled to assign the benefit of this agreement, the Products and the Services to any third party and the Producer shall render the Services to such assignee. You shall remain primarily liable to the Producer for all its obligations under this agreement notwithstanding any such assignment.

13. THIRD-PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

14. NO PARTNERSHIP OR AGENCY

14.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. NOTICES

17.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by prepaid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by e-mail to ola@justanotherlabel.com

17.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by prepaid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- (c) if sent by e-mail, on receipt of a delivery or read receipt mail from the correct address.

17.3 The provisions of this clause 18 shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.4 A notice given under this agreement is valid if sent by email and is not valid if sent by fax.

18. ENTIRE AGREEMENT

18.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

19. REMEDIES

The Producer acknowledges that in the event of any breach of any of the terms of this agreement by You, the Producer's sole remedy shall be an action at law for damages and in no event shall it be entitled to rescind this agreement or receive any injunctive or other equitable relief which may affect Your ability to exploit the Video.

20. ANTI-BRIBERY

20.1 The Producer shall:

- (a) comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) comply with such policies relating to ethics, anti-bribery and anti-corruption as You may provide to the Producer and update from time to time (**Relevant Policies**);
- (c) have and shall maintain in place throughout the term of this agreement their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies , and will comply with them where appropriate;
- (d) promptly report to You any request or demand for any undue financial or other advantage of any kind received by the Producer in connection with the performance of this agreement.

20.2 For the purpose of this clause 20, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under sections 8 and 9 of that Act).

21. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

22. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.