

TERMS AND CONDITIONS ("Conditions") governing the sale and/or rental of the goods (the "**Goods**") and/or services (the "**Services**") identified in the Order (defined below) to LBL PRODUCTION LIMITED ("**Producer**"), in connection with all commercial activity ("**Production**", which such expression shall include all material filmed, recorded or produced in connection therewith), which issues the order set out in the Purchase/Rental Order (the "**Order**") to the person, firm, company or organisation whose name appears in the Order, or who accepts the order ("**Supplier**").

For the consideration payable pursuant to the Order, £1 and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Producer and Supplier agree to the following terms and conditions.

A. TERMS RELATING TO PURCHASES ONLY

1. Delivery and Ownership of Goods

Delivery shall be made at the address identified in the Order but property in the Goods shall not pass until Producer has had a reasonable opportunity to inspect the Goods. The Goods shall be at Supplier's risk until property has passed to Producer. Producer may reject any Goods delivered which are not in accordance with the Order, and shall not be deemed to have accepted any Goods until Producer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Producer shall not be obliged to return to Supplier any packaging or packing materials for the Goods, whether or not the relevant Goods are accepted by Producer.

B. TERMS RELATING TO RENTAL ONLY

2. Ownership

Producer acknowledges that (as between Supplier and Producer) Supplier is the legal owner of the Goods hired by Producer from Supplier. Producer may not sell, loan, assign, pledge, encumber or part possession with such Goods.

3. Period of Hire

- The period of hire commences when the Goods are delivered to the address for delivery of Producer as indicated overleaf or collected by Producer (as the case may be) and finishes at the earlier of the end of the agreed hire period or when the Goods are returned to the premises of Supplier or collected by Supplier (as the case may be).
- If the period of hire is extended, these Conditions shall continue to apply to the extended period. Any extension to the period of hire, when arranged verbally, shall be confirmed as soon as reasonably practicable in writing.
- The Goods shall be at Producer's risk during the period of hire.

4. Hire Charges

Unless otherwise agreed, Supplier shall invoice for the hire charge weekly and Producer shall pay the hire charges within fourteen days after receipt of each invoice. All other aspects of calculation and payment of the hire charges shall be governed by Condition 6 below.

C. GENERAL TERMS RELATING TO ALL ORDERS (PURCHASES AND RENTALS)

5. Basis of Order

- The Order shall be deemed to be an offer by Producer to purchase/rent the Goods and/or Services subject to these Conditions and such offer shall be accepted when Supplier (either expressly by giving notice of acceptance or impliedly by beginning to fulfil the Order, whether in whole or in part) accepts the offer.
- Subject to the condition below, these Conditions shall apply to the exclusion of any other terms and conditions in any other document or other communication (including, without limitation, any terms and conditions on which any quotation has been given to Producer or subject to which the Order is accepted or purported to be accepted by Supplier).
- No variations to the Order or these Conditions shall be binding unless agreed in writing between authorised representatives of Producer and Supplier.
- Producer enters into this Order on its own behalf and/or on behalf of one or more of its subsidiaries, any ultimate holding company (from time to time) (each as defined by section 1159 of the Companies Act 2006 or

any subsequent amendment thereto) and such companies and/or any associated companies (including, without limitation, financiers and distributors of the Production) may enforce the terms of this Order in accordance with the Contracts (Rights of Third Parties) Act 1999.

6. Price / Hire Charges and Terms of Payment

- The price / hire charge shall be EITHER as stated in this Order and, unless otherwise stated, shall be exclusive of any applicable value added tax or other sales tax; and inclusive of all charges for packaging, packing and delivery of the Goods to Producer and any duties, imposts or levies (other than value added tax or other sales tax); OR as set out on the most recent rate card agreed in writing between Producer and Supplier.
- No increase in the price / hire charge may be made (whether because of increased material, labour or transportation costs, fluctuation in rates of exchange or otherwise) without the prior consent of Producer in writing.
- Unless otherwise expressly agreed in writing and subject (in the case of rentals) to Condition 4 above, payment shall be made within sixty (60) days after the later of the date on which: (a) Producer receives Supplier's invoice; or (b) the Goods are accepted or the performance of the Services is completed ("**Payment Due Date**").
- If at any time Supplier would (other than for the effect of this Condition) become entitled to statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, then that right to statutory interest is hereby ousted and Supplier shall instead be entitled to receive interest as provided in the remainder of this Condition. If Producer fails to pay any amount payable by it under these Conditions on or before the Payment Due Date, Producer shall, subject to written demand by Supplier, pay interest on the overdue amount at the rate of 2% per annum above Barclays Bank Plc's base rate, as such rate is publicly quoted on the Payment Due Date. Interest shall accrue on a monthly basis (accruing first on the date 30 days after the Payment Due Date and every 30 days thereafter) until the day of actual payment.

7. Delays, Surpluses and Shortages

Without prejudice to Producer's other rights, Producer reserves the right to cancel, without redress by Supplier, either the whole or the unexecuted part of the Order if unexecuted within the time specified in this Order, or schedules issued pursuant to this Order. Supplier shall deliver the Goods and supply the Services by the date or dates specified in the Order or notified to Supplier by Producer or, in the absence of a specified date, within a reasonable time. Should Supplier's failure to deliver on time necessitate deliveries by special transport, all additional transportation charges shall be paid by Supplier. Producer reserves the right to return to Supplier at Supplier's cost and risk any Goods delivered in excess of the quantities specified in this Order, or in excess of schedules issued pursuant to this Order.

8. Quality

In addition to Producer's statutory and common law rights and without limitation:

8.1 the Goods shall:

- conform as to quantity, quality and description with the particulars stated in this Order;
- be of sound materials and workmanship and free of defects;
- be safe and present no risk to persons or property;
- be equal in all respects to the samples, patterns or specification provided or given by either Producer or Supplier;
- be capable of meeting any standard of performance specified in this Order;
- be fit for the purpose for which the Goods are commonly intended and, if the purpose for which the Goods are required is made known to Supplier either expressly or impliedly, also be fit for that purpose; and
- comply with all applicable statutory and other regulatory requirements.

8.2 the Services shall:

- be performed in accordance with any and all of the requirements stated in this Order (and Supplier

guarantees that Supplier will achieve any and all of the results specified in this Order);

- be performed with all reasonable skill, care and diligence;
- comply with all applicable statutory and other regulatory requirements; and
- be performed in compliance with all of Producer's policies and procedures as such policies may be revised from time to time.

9. Liability

In addition to Supplier's statutory and common law obligations and without limitation, Supplier shall indemnify and hold harmless Producer, its parent(s), assignees, subsidiaries, licensees, successors, related and affiliated companies and its and each of their officers, directors, employees, agents, representatives and assigns ("**Producer Parties**") against all claims, costs, losses, damages, demands and expenses whatsoever and whether arising in contract, tort or otherwise (including protective awards under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any similar legislation in any other relevant jurisdiction ("**TUPE**") (collectively, "Damages and Expenses") from:

- any defect in the Goods whether such defect is attributable to faulty design (other than a design made, furnished or specified by Producer), materials or workmanship;
- any infringement or alleged infringement of any copyright, patent, utility model, trade mark, registered design (and any application for registration of any of those things) or other proprietary right by use or rental of the Goods provided that where the Goods are supplied to a specification or design of Producer this indemnity shall not apply to the extent that the infringement or alleged infringement arises from such specification or design;
- any defect in the Services performed by Supplier; and
- any negligence or wilful misconduct by Supplier.

10. Health and Safety at Work

In addition to Supplier's statutory and common law obligations and without limitation, Supplier warrants and represents to Producer that:

- Supplier has carried out all statutory and/or regulatory testing and examination and other work necessary to eliminate any risk to health or safety resulting from use of the Goods for any purpose for which the Goods are designed or intended;
- without prejudice to all Producer's rights and remedies, where conditions exist in relation to the Goods or the Services under which there will or may be any risk to health or safety, Supplier shall immediately on receipt of this Order, or immediately after Supplier becomes aware of such conditions after acceptance of this Order, bring such conditions to the attention of Producer in writing and shall provide free of cost adequate information about such conditions and the safeguards which are necessary to eliminate the risk;
- where the Goods contain or consist of rotating or moving parts or where there is any risk from explosion or flying parts, Supplier shall provide, fit and bear the cost of suitable guards and/or protective devices to minimise and so far as practicable eliminate any risk to health or safety resulting from the use of the Goods for any purpose for which the Goods are designed or intended;
- all Goods supplied by Supplier hereunder conform to all applicable regulatory requirements. Supplier shall supply to Producer within twelve (12) hours of request all test reports, batch identification, random sampling, other evidence of safety and other evidence as required by statute and regulations which relate to the manufacture and sale of the Goods before and during their manufacture; and
- Supplier will take all precautions necessary to ensure that the Services are performed safely and without risk to persons or property and shall provide and bear the cost of all insurances necessary to indemnify and hold harmless Producer Parties in respect of any negligence or act or omission on the part of Supplier, its employees, sub-contractors or agents.

11. Advertisement

Supplier shall not disclose this Order or its relationship with Producer to any third party or refer to it in any

way in any public announcement, press release, advertisement or other form of public statement.

12. Confidentiality

Supplier will not at any time disclose to any person or entity in any manner or make use of any of Producer's confidential information (including, without limitation, information or photographs or any other matter concerning and/or relating directly or indirectly to the Production or Producer's drawings or specifications, whether patentable or not, and any information contained therein) which becomes known to Supplier as a result of this Order or discussions with Producer concerning this Order and all other information relating to the business of Producer.

13. Producer's Property

Supplier shall be responsible for any property of Producer Parties which may be issued to Supplier in connection with this Order and shall indemnify and hold harmless Producer Parties against any and all loss or damage to such property howsoever arising and whether or not resulting from any negligence or act or omission on the part of Supplier. Supplier shall clearly mark and catalogue all such property as the property of Producer and store the same on Supplier's premises and Supplier shall submit stock returns thereof as and when requested by Producer. Supplier shall insure all of such property for its full replacement value at Supplier's cost and shall return the same to Producer at such time and to such location as may be designated by Producer without charge to Producer.

14. Force Majeure

- "**Force Majeure Event**" means any act, event or circumstance, the cause of which is not of such party's making nor within that party's reasonable control, including, without limitation, war, fire, flood, explosion, illness, epidemic, pandemic, public health issue (including, for the avoidance of doubt COVID-19), governmental action, mandate, order or proceeding and/or other guidelines of any governing authority, act of terrorism, injunction, death of a member of the English Royal Family and any official mourning period relating thereto, illness, unavailability or incapacity of actors, director or other essential artists and essential crew, disruption in transportation or communications, general/nationalised labour dispute, action of elements or other acts of God, or such event or industry-wide disruption which restrains or hampers such party's business operations.
- Provided that the party affected acts reasonably, (and without prejudice to Producer's right of termination), it will be excused from performance under this Order to the extent that it is delayed, hindered or prevented from utilising the Services or providing the Goods and/or Services for their intended use by reason of a Force Majeure Event, provided that written notice is given to the other party as soon as practicable after the start of the Force Majeure Event.

15. Assignment / Sub-Contracting

Supplier shall not assign or sub-contract the performance of this Order either wholly or partially without the prior consent in writing of Producer. Producer shall be permitted to assign its rights and benefit under this Order to any third party without restriction or need of Supplier's consent.

16. Special Conditions Relating to Tools, Moulds and Materials

This Condition shall apply in respect of all tools and/or moulds and/or materials made or purchased for the manufacture of piece parts to be supplied under this and any subsequent Orders.

- Where in connection with the Order Producer issues to Supplier tools, materials or moulds ("**Producer's Materials**") the ownership of Producer's Materials shall remain with Producer.
- Supplier undertakes at its own expense to keep all Producer's Materials in good repair and not to use them for any other customers without Producer's prior consent in writing.
- Supplier further undertakes not to sell or dispose of or agree to dispose of any of Producer's Materials or allow to be created any lien, charge or other encumbrance over Producer's Materials.
- For as long as any of Producer's Materials shall be in Supplier's possession, such Producer's Materials shall be

clearly and permanently marked by Supplier as the property of Producer. Producer's Materials shall be at the risk of Supplier and Supplier shall be fully responsible for all obligations and liabilities in respect of such tools and their operation as though Supplier were the sole legal and beneficial owner thereof.

- Producer (and its agents or contractors) shall have the right at any time, on giving reasonable notice, to enter upon the premises of Supplier (with or without vehicles) to inspect or make tests upon any Producer's Materials and at its discretion to take possession of and remove from the premises of Supplier any of Producer's Materials.

17. Copyright

To the extent that Supplier has or acquires any rights in the copyright in the Goods or any rights in any copyright arising from the performance of the Services, Supplier hereby assigns to Producer the entire copyright, design right and rights in design (whether registered or unregistered) and any and all rights of a similar nature throughout the world with full title guarantee for the full period of such rights and all renewals and extensions thereof and thereafter (insofar as permissible) in perpetuity ("**Period**") (in the case of rental, Supplier hereby grants to Producer an irrevocable worldwide royalty-free licence of such copyright and all rights of a similar nature for the Period). Producer shall have the right to exploit the Goods and/or the products of the Supplier's Services (as the case may be) in any and all media, devices, processes and technology whether now known or hereafter devised, throughout the universe for the Period without any additional payment to Supplier at Producer's complete discretion and such Goods and/or the products of the Supplier's Services shall be deemed to include without limitation artwork, drawings, drafts, designs, sketches, images, illustrations, data, electronic, digitised or computerised information or files, new media, software, object code, source code, on-line elements, patents, inventions, improvements, discoveries, processes, know-how, documents, data, printed materials, notes, translations, instructions, other proprietary material, photographs, plates and film, intermediate films, film elements, final films and tools, materials and moulds referred to in Condition 16 above. Supplier hereby warrants that Supplier has the right to assign or license (as the case may be) the rights as provided for above and has obtained all necessary licences, consents and approvals from third parties in order to make such assignment or grant (as the case may be). Supplier further waives all moral rights and similar rights in respect of the Goods and/or products of the Services, and Supplier shall indemnify and hold harmless Producer Parties in respect of any loss, damage, claim, demand or expense incurred by Producer Parties in respect of the use of the Goods and/or the products of the Supplier's Services (as the case may be). Supplier also agrees not to use or reproduce the subject matter of Producer's copyright without Producer's prior approval in writing. This Condition shall survive any expiration or termination of the Order.

18. Offset of Amounts Due

Producer shall be entitled to off-set amounts due from it to Supplier with amounts due from Supplier (and/or its subsidiaries or holding company or other subsidiaries of the same holding company as such expressions are defined by Section 1159 of the Companies Act 2006 or any subsequent amendment thereto) to Producer (and/or its subsidiaries or holding company or other subsidiaries of the same holding company as such expressions are similarly defined).

19. Termination

- Producer reserves the right to terminate this Order with immediate effect by giving notice to the Supplier, such notice to become effective on the date of receipt and Producer: (a) shall be entitled to a pro rata refund of any portion of any fees paid in advance to Supplier for (i) Goods not yet delivered/manufactured for Producer; and/or (ii) any Services not yet rendered (as applicable); and (b) (subject to the provisions of this Condition 19) shall not be obliged to pay any further instalments of the fees. Notwithstanding the foregoing, and unless Supplier is in breach of any term of this Order, in which case no further payments shall be due to Supplier whatsoever, Goods in the process of manufacture or manufactured to a specification bespoke to the Producer which are incapable of reuse/resale and/or Services commenced (as applicable) in accordance with Producer's delivery requirements may, at the option of Producer, either be completed and delivered and paid for or,

alternatively, Producer may pay reasonable compensation in respect of the cost of materials and labour involved in the production of such Goods and/or Services up to the time of the termination of this Order whereupon such Goods and/or the products of the Services shall be owned by Producer in their current stage of completion. For the avoidance of doubt, and at Producer's election, any amounts the Producer elects to pay Supplier in accordance with this Condition 19 may be set off against monies due to the Producer hereunder.

- Without prejudice to any other right Producer may have, Producer shall be at liberty to terminate this Order forthwith and without redress if the Supplier:
 - breaches any of the Conditions of this Order;
 - becomes Insolvent (that is (a) makes any voluntary arrangement with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of a solvent amalgamation or reconstruction) or anything analogous to any of those events under the law of any relevant jurisdiction occurs in relation to Supplier, (b) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of Supplier, (c) Supplier ceases (or threatens to cease) to carry on business, (d) the financial position of Supplier deteriorates to such an extent that in the opinion of Producer the capability of Supplier adequately to fulfil its obligations under this Order has been placed in jeopardy, or (e) Producer reasonably believes that any of the events set out in this Condition is about to occur in relation to Supplier); and
 - for a Force Majeure Event.
- Upon termination of this Order or upon Supplier's insolvency Producer shall be entitled to the immediate return of Producer's property held by Supplier pursuant to Condition 13.

20. Remedies

Failure by Supplier to perform any of the obligations or to meet any of the requirements of this Order shall entitle Producer at its option either to retain or reject the Goods without prejudice to such other rights as it may have to compensation, damages and any other remedy whatsoever. Supplier agrees that in the event of any default of any of the terms hereof by Producer, Supplier's only remedy will be an action at law for damages, if any, actually suffered by Supplier and in no event shall Supplier be entitled to terminate or rescind this Order or receive injunctive or other relief, or enjoin or restrain the distribution, exhibition, advertising or other exploitation of any production incorporating the Goods or of any rights granted and assigned hereunder.

21. Compliance with Obligations

Failure by Producer to insist on Supplier's compliance with any of its obligations shall not be construed as a waiver or relinquishment of Producer's rights to insist upon strict compliance with those or any other obligations at any other time.

22. Data Protection

- Supplier acknowledges to the holding and processing of personal data relating to Supplier and/or Supplier's personnel ("**Supplier Data**"), by Producer and Producer's personnel and Producer's parent company and affiliates in any form, both within and outside of the European Union and the United Kingdom, for purposes connected with the relationship hereunder and where necessary to comply with legal obligations. Supplier acknowledges that Producer may make Supplier Data available to legal and regulatory authorities, future employers, potential purchasers of Producer (or any of its assets or business), Producer's US affiliates, professional advisors and other parties providing products or services to Producer.
- Supplier warrants that Supplier has obtained the consent of Supplier's personnel, or can otherwise justify the disclosure of Supplier's personnel's personal data to Producer in accordance with GDPR, any other regulations or instruments relating thereto and any equivalent applicable legislation in any other country (together the "**Data Protection Laws**").
- The disclosure and processing of Supplier Data pursuant to this Condition 22 may involve the transfer of such personal data outside the European Union and the United Kingdom including the US and other jurisdictions where data protection regulations may not offer the same protection as those applicable

within the European Union and the United Kingdom, but in such circumstances the Producer shall have adequate measures in place to protect the Supplier Data being transferred. Producer hereby informs Supplier that Supplier has certain rights in respect of its personal data and for the personal data of Supplier personnel (save as access, rectification and portability) and that further information about these rights and Producers processing of personal data generally can be obtained upon request from Producer.

- Supplier acknowledges that Supplier may process limited business contact information regarding Producer's personnel in the capacity of data controller. Supplier warrants that Supplier and Supplier's personnel shall comply with the Data Protection Laws in relation to this processing.

23. Compliance with the Bribery Act and the Foreign Corrupt Practices Act

It is the policy of Producer to comply fully with the anti-corruption laws of the US (including, without limitation, the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, as amended from time to time, ("**FCPA**")), the UK (including, without limitation, the Bribery Act 2010, as amended from time to time ("**Bribery Act**")) and any other applicable anti-corruption laws and legislation anywhere in the world (collectively and individually, the "**Anti-Corruption Policy**"). Supplier hereby represents and warrants that Supplier is aware of the FCPA and the Bribery Act, which prohibits the bribery of public officials of any nation and has taken no action and will take no action which would be in violation of the FCPA and/or the Bribery Act, nor will Supplier cause Producer Parties to be in violation of the FCPA and/or the Bribery Act. Without limiting the generality of the foregoing, Supplier represents and warrants that (i) Supplier has not and will not directly or indirectly make any payment(s) or give anything of value to any government employee or official with respect to the Production, or any activity related thereto for the purpose of influencing and decision and/or action of such government employee or official in his/her official capacity; (ii) Supplier shall immediately notify Producer if a foreign public official (as that expression is defined in the Bribery Act) becomes an officer or employee of, or other person authorised to bind, Supplier or acquires a direct or indirect interest in Supplier; and (iii) as at the date hereof, Supplier has no foreign public officials as officers, employees, authorised representatives or direct or indirect owners. Any violation of the Anti-Corruption Policy by Supplier will entitle Producer to immediately terminate this Order. The determination of whether Supplier has violated the Anti-Corruption Policy will be made by Producer in its sole discretion.

24. Law

This Order shall be governed by and construed in accordance with the laws of England and Wales and Supplier agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.

25. Headings

The headings of these Conditions shall not affect the construction of these Conditions.

26. Miscellaneous

- The Order and these Conditions (including the Addendum, which is hereby incorporated by reference) is the entire agreement between the parties irrespective of any forms and/or conditions issued by Supplier ("**Supplier Form**") and supersedes all prior and other arrangements and agreements (whether written or oral) in relation to the subject matter thereof.
- Supplier shall not be entitled to any screen credit and Supplier shall not refer to Producer or the Production in any marketing, branding, promotions, social media or press announcements without Producer's prior written consent.
- These Conditions may be executed in one or more counterparts. Each such counterpart shall constitute an original of the Conditions, but all the counterparts shall together constitute one and the same instrument. Executed counterparts of these Conditions (but for the avoidance of doubt not just a signature page) submitted electronically via an online platform approved by Producer or sent by email in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may

have to object to such treatment.

ADDENDUM

In the event that Supplier is required to supply its own personnel in order to carry out the Services, it is agreed between the parties that the following additional terms shall be incorporated into the Conditions:

Interpretation

For the purposes of this Addendum, the following terms shall mean as follows:

"**IR35 Rules**" means the anti-avoidance rules contained in Part 2 of the Income Tax (Earnings and Pensions) Act 2003, Statutory Instrument 2000/727 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations (together with any associated published guidance) which apply where an individual worker provides services to an end client through an intermediary in circumstances where the individual would for Tax purposes be regarded as an employee or an office-holder of the client;

"**Tax**" means any and all forms of taxation, levy, contributions, duty, impost, charge, tariff, withholding, deduction, rate and governmental charge (whether national or local) in the nature of tax whenever created, enacted or imposed and whether of the United Kingdom or elsewhere, and any amount payable to HMRC or any Tax authority or any other person as a result of any enactment relating to Tax, together with all penalties, charges, surcharges, fines and interest regardless of whether such taxes, penalties, charges, surcharges, fines and/or interest are directly or indirectly or primarily chargeable or attributable to Producer, Supplier or any of the Staff (as applicable);

Introduction

Supplier shall supply and use its own personnel to carry out the Services required by the Order subject to the Conditions ("**Staff**"). Supplier shall ensure all Staff providing the Services possess a degree of skill and experience which is appropriate to providing the Services to a first class industry standard. Supplier and Producer acknowledge that the Order and these Conditions are an agreement for the supply of services and not a contract of employment with any member of Staff. Nothing in the Order or these Conditions shall entitle Producer to require the Services to be provided solely by any given individual or be construed as creating an obligation on any individual member of Staff to perform any part of the Services for Producer.

Premises

Producer allows all authorised Staff access to Producer's premises and locations ("**Premises**") as is reasonably required for the provision of the Services. Authorisation procedures will be agreed between Producer and Supplier from time to time. Supplier shall use such rights of access for the purpose of providing the Services only. Supplier's right of access will terminate upon termination of these Conditions.

Supplier will do nothing, and ensure that all Staff do nothing, which might directly or indirectly cause any breach or alleged breach of the terms of any lease or other terms under which Producer is entitled to occupy the Premises and Supplier shall indemnify the Producer Parties against all costs, claims, damages and expenses arising from any such breach or alleged breach.

Access to the Premises will be subject to Supplier's compliance with the clause above and all Staff complying with any of the Producer's policies notified to them. Producer reserves the right to exclude any person from the Premises in the event of an actual or threatened breach of the clause above or such policies.

To the extent permitted by law, Producer is hereby excluded from any liability for any injury or death to Staff entering the Premises or from any loss or damage caused to property brought onto the Premises by Supplier or its Staff.

Supplier hereby indemnifies and holds harmless Producer Parties against all and any injuries, deaths, costs, expenses, losses or damages to the Premises and their contents and/or any other liabilities or claims of any kind caused by any of its Staff.

Instructions and Policies

Supplier shall, and shall procure that each member of Staff:

- acts in accordance with the reasonable directions of Producer and its authorised representatives when providing the Services;
- familiarises themselves and comply fully with all of Producer's policies and procedures notified to it or them by Producer or any of its authorised representatives; and
- complies with all applicable laws.

Notwithstanding anything in these Conditions, but without derogation from Supplier's obligation to perform the Services in accordance with the Order and these Conditions, Supplier shall be responsible for the day-to-day supervision, direction and control of how the Services are performed, the working methods used and the location where the work is undertaken without further input from Producer.

Supplier shall keep confidential and shall not (and shall procure that each member of Staff keeps confidential and shall not), at any time, disclose, publish, or otherwise disseminate, to the public or to any third party without Producer's prior written consent any information, photographs, news articles or publicity of any kind relating directly or indirectly to the Production, the terms of this Order. the Services rendered by any member of Staff or any third party in connection with the Production, or Producer's affairs generally in any manner whatsoever, whether to a single or multiple recipient(s) or onto the internet or by means of other technologies, including, without limitation, all social media and social networking websites such as Twitter, Instagram, TikTok and Facebook, blogs, multimedia messaging (e.g., SMS, MMS, email and other technologies), and the like. Without limiting the generality of the foregoing, Supplier shall not (and shall procure that no member of Staff shall) take any unauthorised photographs, audio or video recordings nor give to any third party any information, photographs or other items or material coming into their possession or control by reason of Supplier's engagement hereunder.

Supplier shall not and shall procure that all Staff shall not engage in any activity practice or conduct which could constitute Tax evasion (whether in the UK or in any other jurisdiction). Supplier shall and shall procure that all Staff shall comply fully with all applicable Tax anti avoidance laws, including those under Part 3 of the Criminal Finances Act 2017 (and all codes and ordinances issued in relation to such Act), and shall have in place reasonable prevention procedures. Supplier and all Staff (as applicable) shall promptly report to Producer any request or demand from a third party to facilitate the evasion of Tax.

Rights

Supplier (on behalf of itself and each member of Staff) irrevocably and unconditionally assigns to Producer free of all third party rights, claims and encumbrances and, without prejudice to the foregoing, with full title guarantee and where the assignment is of copyright by way of assignment of present and future copyright, all of Supplier's and/or each member of Staff's right, title and interest of whatsoever nature (whether now or hereafter known or created and whether vested or contingent) in and to the entire copyright in the products of the Supplier's services which shall include (without limitation) artwork, drawings, drafts, designs, sketches, images, illustrations, data, electronic, digitised or computerised information or files, new media, software, object code, source code, on-line elements, patents, inventions, improvements, discoveries, processes, know-how, documents, data, printed materials, notes, translations, instructions, other proprietary material, photographs, plates and film, intermediate films, film elements, final films and tools, materials and moulds referred to in Condition 16 above ("**Products**") (including, without limitation, all rights in the nature of copyright and all neighbouring rights relating to such Products) for Producer to hold the same absolutely, throughout the universe, for the full period of such rights wherever subsisting or acquired and all renewals, reversions, revivals and extensions of such rights and thereafter (insofar as is or may become possible) in perpetuity.

Supplier (on behalf of itself and each member of Staff) irrevocably and unconditionally waives in perpetuity, in connection with the Works, the benefits of any provision of law known as moral rights or "droit moral" or any similar rights whether now existing or hereafter conferred under the laws of any jurisdiction. As a separate undertaking, Supplier (on behalf of itself and each member of Staff) agrees not to take any legal action in any jurisdiction on the ground that the Production (or

any version of such Production) or the use of the Products in any way constitutes an infringement of any such rights.

Supplier (on behalf of itself and all members of Staff) irrevocably grants to Producer the right to use each member of Staff's name, voice and likeness in any and all media (whether now or hereafter known or created) throughout the universe in perpetuity in connection with promoting and exploiting the Production and all subsidiary and ancillary rights relating to the Production (including, without limitation, any products, merchandise, "behind-the-scenes" or "bonus" or other material relating to the Production) and Supplier (on behalf of itself and all members of Staff) irrevocably and unconditionally grants to Producer all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Producer to make fullest use of such right.

Supplier hereby acknowledges that Producer shall have no obligation to utilise the Products or any results and proceeds thereof in the Production.

Supplier hereby warrants that Supplier has the right to assign or license (as the case may be) the rights as provided for above and has obtained all necessary licences, consents and approvals from third parties in order to make such assignment or grant (as the case may be). Supplier shall indemnify and hold harmless Producer Parties in respect of any loss, damage, claim, demand or expense incurred by Producer Parties in respect of the use of the Goods and/or the products of the Supplier's Services (as the case may be). Supplier also agrees not to use or reproduce the subject matter of Producer's copyright without Producer's prior approval in writing.

Status of Staff

Nothing in these Conditions shall render Supplier or any of the Staff an employee, worker, agent or partner of Producer for Tax or employment purposes and Supplier shall not and shall procure that none of the Staff shall hold themselves out as such.

Supplier shall be responsible for ensuring compliance with the IR35 Rules (if applicable) and for submitting to HMRC any Tax payable in respect of any fees or remuneration received by Supplier or paid to any of the Staff in respect of the provision of the Services. Supplier shall indemnify and keep Producer Parties indemnified from and against all Tax, losses, liabilities, fines, penalties, interest, expenses and costs (including reasonable legal costs) arising out of any failure by Supplier to comply with these obligations.

Insurance

Supplier shall maintain in force (and keep payment of all premiums up to date) at all times when providing the Services the following insurance policies:

- Public Liability Insurance Policy - limit £5 million per claim;
- Employers' Liability Insurance Policy – limit £10 million per claim; and
- Professional Indemnity Insurance Policy - limit £5 million per claim,

and shall, at Producer's request, ensure that Producer's interest has been recorded on the policies as Indemnity to Principal and shall provide Producer with evidence of the same.

Supplier shall, during the term of these Conditions and for a period of one year thereafter:

- administer the insurance policies and Supplier's relationship with its insurers at all times to preserve the benefits for Producer set out in these Conditions;
- do nothing to invalidate any such insurance policy or to prejudice Producer's entitlement thereunder; and
- procure that the terms of such policies shall not be altered in such a way as to diminish the benefit to Producer of the policies.

Warranties

Supplier represents, warrants and undertakes that: (a) it is entitled to enter into these Conditions (and give all assurances, confirmations, waivers and agreements set out in them); (b) it shall not (and shall procure that any member of Staff shall

not) engage any person to serve in any capacity or incur any charge, expense, liability or obligation on behalf of Producer or order goods or pledge Producer's credit without the prior consent of Producer; (c) each member of Staff is engaged by Supplier has a contract which includes: (i) a valid assignment of all rights covered by the "Rights" clause above and a valid waiver of all moral rights in such rights; (ii) confirmation of their consent for Producer to use their name, voice and likeness as outlined in the "Rights" clause above; and (iii) confirmation that they waive any right to seek any injunctive or other relief, or enjoin or restrain the distribution, exhibition, advertising or other exploitation of the Production.

Liability

Supplier's and any member of Staff's personal property and any equipment that Supplier or any member of Staff provides in connection with the performance of the Services remains the Supplier's or the relevant individual's responsibility at all times, and Producer accepts no liability for loss of or damage to any item of such personal property or equipment.

Supplier agrees to indemnify and keep Producer Parties indemnified, from and against all losses, liabilities, expenses and costs (including, without limitation, reasonable legal costs) arising out of:-

- any breach or alleged breach by Supplier of any of its obligations under these Conditions including, without limitation, any negligent or reckless act, omission or default in the provision of the Services;
- any liability to account for Tax in respect of any fees paid to Supplier pursuant to these Conditions or any remuneration paid to any member of Staff (save to the extent that such recovery is prohibited by law);
- any employment-related claim or any claim based on employee or worker status or tax liability brought by any member of Staff against Producer in connection with the provision of the Services;
- any claim by Supplier or any member of Staff that it or he/she has any rights or claim against Producer or any new supplier as a result of the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- any claim by Supplier or any member of Staff that Producer is in breach of any of its obligations under the Agency Workers Regulations 2010; and
- any negligence of wilful misconduct of Supplier or any member of Staff.