

HH Global Group of Companies Client Standard Terms and Conditions

These terms and conditions ("**Conditions**") govern the supply of Services and Deliverables by the HH Global Affiliate who executes or accepts an Order (as defined below) ("**the Supplier**") and apply to all Orders placed by the customer ("**the Client**") unless the parties have entered into a separate agreement.

1. Interpretation

The definitions and rules of interpretation in this clause 1 apply throughout these Conditions:

"**HH Global Affiliate**" means the affiliates and subsidiaries of HH Global Limited (a company registered in England & Wales);

"**Background IPR**" means any and all IPR that are owned by or licensed to either party and which are or have been or are, developed independently;

"**Charges**" means the charges for the Services and the Deliverables which will be agreed in each Order and may include a management fee. Charges can be amended in accordance with Annex 1;

"**Confidential Information**" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information which is designated by the disclosing party as confidential at the time of disclosure or which ought reasonably be considered to be confidential by the receiving party. Confidential Information does not include:

- (a) information which was in the possession of the receiving party without an obligation of confidentiality, prior to its disclosure by the disclosing party;
- (b) information which was obtained from a third party who is not subject to an obligation of confidentiality to the disclosing party;
- (c) information which was already in the public domain at the time of disclosure otherwise than through a breach of these Conditions; or
- (d) information which was independently developed without access to the other party's Confidential Information.

"**Client Data**" means any data (including any Personal Data relating to the Client's clients, agents, officers or employees), documents, text, drawings, diagrams, images or sounds, embodied in any tangible medium, and any databases that are supplied to the Supplier by or on behalf of the Client;

"**Client IPR**" means the IPR owned by the Client and relating to any software owned by or licensed to the Client for the receipt of the Services and Deliverables (excluding any software licenced by the Supplier), Client Data its documentation, processes, procedures and know how and all other Client Background IPR;

"**Client Responsibilities**" means certain information, data, approvals and authorisations that the Supplier is reliant upon the Client providing to enable the Supplier to provide the Services and Deliverables. These are recorded in Annex 2 and may be further specified in Order;

"**Default**" means a serious and significant breach of these Conditions which, with respect to the Supplier, shall include a Service Failure which has occurred for three (3) consecutive calendar months and, with respect to a Client shall include a repeated or persistent occurrence of the same Relief Event or non payment of an undisputed invoice;

"Deliverables" means physical products to be produced and delivered to the Client as further defined in each Order;

"Insolvency Event" means in respect of either party:

- (a) other than for the purposes of a bona fide reconstruction or amalgamation, such party passing a resolution for its winding up, or a court of competent jurisdiction making an order for it to be wound up or dissolved, or that party being otherwise dissolved; or
- (b) the appointment of an administrator of, or the making of an administration order in relation to, either party, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the entity's undertaking, assets, rights or revenue; or
- (c) that party entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them, or taking steps to obtain a moratorium, or making an application to a court of competent jurisdiction for protection from its creditors; or
- (d) that party being unable to pay its debts or that party entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors.

"IPR" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;

"IPR Claim" means any claim by an unrelated third party of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of their IPR.

"Order" is defined in clause 2;

"Personal Data" has the meaning set out in relevant data protection laws in the country where the Services are provided;

"Relief Event" means any breach by the Client of its obligations under the Conditions or an Order, including any of the Clients Responsibilities (and this definition shall include a breach of such obligations by a third Party performing such obligations on behalf of the Client);

"Sales Tax" means applicable national, state or local sales taxes such as VAT;

"Service Failure" means, in any calendar month, three (3) failures by the Supplier to deliver the Services materially in accordance with the Conditions and which is not the result of a Relief Event;

"Services" means the various services which can be supplied to the Client by the Supplier and which can include creative production, studio, print management, marketing and other related services; all as further detailed in each Order;

"SoW" means a Statement of Work entered into by the parties and which describes the full scope of the services and charges.

"Supplier IPR" means the IPR owned by the Supplier and relating to the Supplier System, its documentation, processes, procedures and know how and all other Supplier Background IPR.

"Supplier Personnel" means employees, staff and workers of the Supplier who are engaged in the provision of the Services;

"Supplier Software" means the software which is proprietary to the Supplier or licensed to the Supplier and used to provide the Services;

"Supplier System" means the information and communications technology system used by the Supplier to directly perform the Services, including the Supplier Software and the Supplier equipment;

"Working Day" means Monday to Friday, excluding any public holidays in the country where the Services are provided.

2. Appointment and Formation of Orders

- 2.1 The Client may place purchase orders for ad hoc or individual orders. Alternatively the parties may enter into an SOW for a project, or series of connected orders. An **Order** is defined as either
- 2.1.1 a purchase order which has been accepted by the Supplier (acceptance can be in writing or by the Supplier commencing the Services); or
 - 2.1.2 an SOW,
- as applicable.
- 2.2 Once formed, each Order is distinct and severable and is subject to these Conditions. For the avoidance of doubt, the Supplier shall not be obliged to accept every Order submitted by the Client.
- 2.3 Upon execution of each Order the Supplier shall provide the Services and Deliverables to the Client and the Client shall pay the Charges pursuant to these Conditions and the applicable Order.
- 2.4 Unless otherwise agreed within an Order, each Order shall commence on the date of signing or the date that the Supplier commences the Services. An Order shall continue in force until:
- 2.4.1 completion of the Services in the Order;
 - 2.4.2 the expiration date specified in the Order; or
 - 2.4.3 otherwise in accordance with clause 14.
- 2.5 If any Services and/or Deliverables are requested in writing by a Client before an Order has been entered into then the Client shall be liable for any and all fees, costs or expenses incurred by or due to the Supplier in relation to such Services and /or Deliverables.

3. Services

- 3.1 In providing the Services, the Supplier shall at all times provide the Services in accordance with accepted industry practice and with reasonable skill and care and in accordance with any specific terms recorded in an Order.
- 3.2 Each Order shall record the estimated delivery date and agreed delivery location. Unless the Accepted Order specifically records otherwise, time of delivery shall not be of the essence.
- 3.3 The Client hereby acknowledges and agrees that the Supplier shall at all times be permitted to sub-contract (in whole or in part) all and any production and / or other parts of the Services or Deliverables to its sub-contractors. Where the Supplier does elect to sub-contract it shall remain responsible to the Client for the acts and omissions of its sub-contractors as if they were its own. Supplier shall be permitted to enter agreements with its sub-contractors on its own terms; at its discretion, risk and responsibility. Such terms may

include the provision of early pay discounts as well as services by Supplier to the subcontractor (as a customer of Supplier) such as procurement processes, software provision, risk management, audit initiatives, colour management and environmental advice, and other miscellaneous management services. Supplier may charge subcontractor fees for such services and Client agrees that such income shall not be misconstrued as a rebate or volume-related discount and that it shall not be entitled to such fees or any portion thereof.

- 3.4 If the Supplier would have provided, or procured the provision of, the Services and Deliverables in accordance with these Conditions but has failed to do so as a result of a Relief Event, the Supplier shall:
- 3.4.1 provide the Client as soon as reasonably practicable with notice of the Relief Event together with such information as is necessary and available in order for the Client to understand the nature of the Relief Event and the actual or potential delay or failure;
 - 3.4.2 where possible, use reasonable endeavours to continue to provide the affected Services notwithstanding the Relief Event;
 - 3.4.3 be entitled to be paid for the provision of the Services which have been affected by the Relief Event together with any additional costs which arise as a consequence of clause 3.4.2;
 - 3.4.4 not be liable for any associated Service Failure, Supplier Default or other breach of its obligations under the Agreement.
- 3.5 The Supplier shall not be required to provide the Services and/or Deliverables in respect of any matter which in the Supplier's reasonable opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

4. Client Responsibilities

- 4.1 The Client warrants that it shall comply with the Client Responsibilities.
- 4.2 The Client agrees that the Supplier shall be entitled to rely on any consents, approvals or authorities of any persons holding themselves out as an authorised agent of the Client and shall be liable for any and all acts and omissions of its agents as though they were the acts and / or omissions of the Client.

5. Charges and Invoicing

- 5.1 In consideration of the provision of the Services by the Supplier, the Client shall pay the Charges.
- 5.2 In addition to the Charges, the Client shall pay the Supplier's reasonable expenses in the provision of the Services, provided the Supplier has obtained prior written permission from the Client before incurring the expense.
- 5.3 The Supplier shall invoice the Client for the Charges at the completion of the Order or such other times as agreed in the Order. The Client acknowledges that some Services require all or part payment in advance including postage charges for direct mail. The Supplier shall have the right to invoice the Client in respect of a partial delivery of the Services or Deliverables. All invoices shall be sent to 'Accounts' Payable at the Client's address unless otherwise agreed.
- 5.4 The Client shall pay the invoices within thirty (30) days of the date of the invoice. Payment shall be made in the currency recorded in the invoice unless otherwise agreed in an Order.
- 5.5 The Charges are exclusive of Sales Tax, which shall be added at the prevailing rate as applicable and paid by the Client following delivery of a valid Sales Tax invoice.

- 5.6 Where any issued invoice is bona fide disputed by the Client, the Client shall as soon as reasonably practical (and in any event within 2 Working Days) notify the Supplier in writing detailing the reasons for the dispute. The Client shall be obliged to pay that part (if any) of the invoice which is not in dispute until such time as the dispute is resolved. If no dispute has been raised within the time period specified in this clause, the Client is deemed to have accepted the accuracy of the invoice.
- 5.7 In the event of non-payment, in whole or part, of any undisputed sum due from the Client, the Supplier shall be entitled (at its sole option) to:
- 5.7.1 charge the Client interest on the outstanding sum unpaid from the due date until the actual date of payment (both before and after decree or judgement) at 8% above the base rate of the bank used by the Supplier; and/or
- 5.7.2 suspend the provision of the Services.
- 5.8 The Supplier shall maintain records of the amounts which are invoiced to the Client pursuant to these Conditions. Such records shall be retained for inspection by the Client for 1 year from the end of the year to which the records relate.

6. Service Failure and Supplier Default

- 6.1 If there is a Service Failure, the Supplier shall:
- 6.1.1 where necessary, repeat the Services at no additional cost to the Client;
- 6.1.2 notify the Client of the Service Failure as soon as possible; and
- 6.1.3 deploy the additional resources and take the remedial action that is necessary to rectify or to prevent the Service Failure from recurring.
- 6.2 If the Supplier commits a Default and the Default is capable of remedy, the Client shall give the Supplier a reasonable opportunity to rectify the Default.
- 6.3 If the Supplier fails to remedy the Default within the reasonable time period, the Client is entitled to serve notice to terminate the Order in accordance with clause 14.3.1.1.

7. Client Property

- 7.1 The Client shall indemnify the Supplier and its sub-contractors from and against all costs, claims, demands, expenses and liabilities which may be made against the Supplier or incurred by the Supplier arising out of or in connection with:
- 7.1.1 any use by the Supplier of the Client Data or material which is authorised (expressly or impliedly) by the Client or which is required to be used by the Supplier in providing the Services or Deliverables; and
- 7.1.2 the printing or reproduction of any illegal or unlawful matter including libellous matter as a result of carrying out the Client's instructions.
- 7.2 The Supplier will notify the Client as soon as it becomes aware, or suspects, that Client Data or other material supplied by the Client could give rise to a claim for indemnity under clause 7.1.

8. IPRs

- 8.1 All IPR in the Deliverables shall remain with the Supplier, unless otherwise agreed in an Order.
- 8.2 Save as set out in this clause:

- 8.2.1 the Client shall not acquire any right, title or interest in or to the Supplier IPR; and
- 8.2.2 the Supplier shall not acquire any right, title or interest in or to Client IPR.
- 8.3 In consideration of the Charges, and for the duration of the Services, the Supplier hereby grants to the Client, or shall procure the grant to the Client of a non-exclusive, royalty-free, non-transferable licence to use the Supplier System to receive the Services.
- 8.4 The Client hereby grants to the Supplier, or shall procure the direct grant to the Supplier of a royalty-free, non-exclusive, non-transferable, worldwide licence to use the Client IPR to the extent necessary to perform its obligations under an Order. With respect to the Client Data, the right to use shall include the right to grant sub-licences to its sub-contractors, provided that any relevant sub-contractor complies with relevant data protection laws and has entered into a confidentiality undertaking with the Supplier which contains terms similar to those set out in these Conditions.
- 8.5 In the event of the termination or expiry of an Order, the licences referred to in clauses 8.3 and 8.4 shall terminate, except to the extent necessary to enable the Supplier to perform, or the Client to receive, any outstanding obligations.

9. IPR Indemnities

- 9.1 In respect of the supply of Services and Deliverables, the Supplier shall indemnify the Client and keep the Client indemnified against all losses, damages, costs or expenses awarded against the Client and arising from any successful IPR Claim in relation to its use of the Supplier IPR, the Services and Deliverables except to the extent that the provisions of clause 9.5 apply.
- 9.2 The Client shall indemnify the Supplier and keep the Supplier indemnified against all losses, damages, costs or expenses awarded against the Supplier and arising from any successful IPR Claim in relation to its use of the Client IPR except to the extent that the provisions of clause 9.5 apply.
- 9.3 In the event that any third party threatens or commences an IPR Claim the indemnified Party shall:
 - 9.3.1 notify the indemnifying party in writing immediately;
 - 9.3.2 allow the indemnifying party to conduct all negotiations and proceedings and provide the indemnifying party with any and all assistance as is required (at the indemnifying party's cost) regarding the IPR Claim; and
 - 9.3.3 not make any admission or prejudicial statements relating to the IPR Claim or attempt to settle it, provided that the indemnifying party considers and defends any IPR Claim using competent counsel.
- 9.4 If an IPR Claim is made or the indemnifying party anticipates that an IPR Claim might be made, it may, at its own expense and sole option, either:
 - 9.4.1 procure for the indemnified party the right to continue using the part of the material which is subject to the IPR Claim; or
 - 9.4.2 replace or modify, or procure the replacement or modification of, such material.
- 9.5 The provisions of sub clauses 9.1– 9.4 shall not apply to any IPR Claim made against the indemnified party in respect of, and to the extent that:
 - 9.5.1 any use by or on behalf of the indemnified party of the indemnifying party's IPR in combination with any item not supplied by the indemnifying party pursuant to these Conditions gives rise to the IPR Claim; or

- 9.5.2 the use by or on behalf of the indemnified party of the indemnifying party's IPR in a manner not reasonably to be inferred from the specification or requirements of the relevant materials provided pursuant to these Conditions gives rise to the IPR Claim; or
- 9.5.3 any modification carried out by or on behalf of the indemnified party to any item supplied by the indemnifying party under these Conditions, if such modification is not authorised by the indemnifying party in advance in writing, gives rise to the IPR Claim.

10. Data Protection

- 10.1 In so far as the Supplier is requested by the Client to process any Personal Data on behalf of the Client, the Supplier shall:
 - 10.1.1 process the Personal Data only on behalf of the Client and only for the purposes of performing the Services and Deliverables in accordance with lawful instructions received from the Client from time to time;
 - 10.1.2 subject to the provisions of this clause, not publish, disclose or divulge any of the Personal Data to any third party unless directed to do so in writing by the Client;
 - 10.1.3 not modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless authorised by the Client, except as is necessary for the purposes of performing the Services and Deliverables;
 - 10.1.4 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental destruction, damage, alteration or disclosure;
 - 10.1.5 take reasonable steps to ensure the reliability of any of the Supplier's Personnel who have access to the Personal Data;
 - 10.1.6 ensure that only those of the Supplier Personnel or its sub-contractors who need to have access to the Personal Data are granted access to such data. Further, the Supplier shall ensure that such Supplier Personnel and/or sub-contractors are informed of the confidential nature of the Personal Data and, in the case of sub-contractors, the Supplier shall ensure that the sub-contractor has entered into an agreement which contains provisions which are similar to those contained in this clause;
 - 10.1.7 permit the Client or its external advisers (subject to such advisers being bound by satisfactory confidentiality obligations) to inspect or audit the Supplier's data processing activities and to comply with reasonable requests or directions by the Client to enable the Client to verify that the Supplier is in compliance with its obligations under this clause.
- 10.2 The Client acknowledges that the Supplier is the Client's Data Processor (as defined in relevant data protection laws) and is reliant solely on the Client for instruction as to the extent that the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier shall be entitled to relief from any and all liability in circumstances where any claim or complaint is brought or made with regards to the Supplier's actions to the extent that such actions result from instructions received from the Client and the Client will indemnify the Supplier accordingly.
- 10.3 The Supplier shall notify the Client in the event that it becomes aware of a breach of Data Protection laws by the Supplier or its sub-contractors in connection with provision of the Services and Deliverables.

11. Confidentiality

- 11.1 Except to the extent set out in this clause, or where disclosure is expressly permitted elsewhere, the parties shall only use the other party's Confidential Information to achieve the purposes contemplated in an Order and shall:
- 11.1.1 treat the other party's Confidential Information as confidential; and
 - 11.1.2 not disclose the other party's Confidential Information to any other person without the other party's prior written consent.
- 11.2 Both parties can only disclose the other party's Confidential Information:
- 11.2.1 to the other party's personnel who are involved in the provision or receipt of the Services and who need to know such information. Each party shall ensure that its personnel are aware of, and comply with, these confidentiality obligations;
 - 11.2.2 to the other party's auditors, professional advisors and any court or regulatory body or other person having a statutory or regulatory right to request and receive that information. In the case of disclosure required under law or regulation, the disclosing party shall ensure that it notifies the third party of the confidential nature of the information at the time of disclosure;
 - 11.2.3 the Supplier shall be permitted to disclose the Client's Confidential Information its sub-contractors provided that the sub-contractor has entered into an agreement with the Supplier containing provisions similar to those contained in this clause; and
- 11.3 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Services and Deliverables in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of that party's IPR.

12. Warranties

- 12.1 Each party warrants to the other party that it has full capacity and authority to enter into an Order.
- 12.2 Both parties agree that the warranties set out in the Conditions are in lieu of, and exclude, all other terms, conditions or warranties implied by statute, law or otherwise as to the merchantability, satisfactory quality of fitness for any particular purpose of the Services and / or the Deliverables to the fullest extent permitted by law.

13. Limitations on Liability

- 13.1 Neither party's liability:
- 13.1.1 for death or personal injury caused by its negligence or the negligence of its employees or agents;
 - 13.1.2 for breach of any obligations of confidentiality or data protection;
 - 13.1.3 for fraudulent misrepresentation; or
 - 13.1.4 for the indemnities in these Conditions
- is excluded or limited by these Conditions.
- 13.2 Other than as set out in clause 13.1, neither party shall be liable (whether for breach of contract, negligence or for any other reason) arising out of or in connection with these Conditions for any:

13.2.1 economic losses (including, without limitation, loss of revenues, profits, contracts, data, business, anticipated savings or cost of substitute services);

13.2.2 loss of goodwill or reputation;

13.2.3 indirect, consequential or special losses,

and in any case, whether or not such losses were within the contemplation of the parties.

13.3 Subject to clauses 13.1 and 13.2, each party's total aggregate liability (whether in relation to breach of contract, negligence or otherwise) under or in connection with each Order shall be limited to £500,000.

13.4 Nothing in these Conditions shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.

13.5 Where the same facts or circumstances could give rise to more than one claim against the Supplier or an HH Global Affiliate (including in respect of any indemnity contained in these Conditions), neither the Client nor any other company within the Client group of companies, shall be entitled to recover from the Supplier or an HH Global Affiliate in respect of any loss suffered in relation to such facts or circumstances to the extent that a claim in respect of those facts or circumstances has already been made against the Supplier or an HH Global Affiliate; so that in calculating any amount payable by the Supplier/ the HH Global Affiliate in respect of any such claim, account shall be taken of any amount paid in respect of the same facts or circumstances.

14. Termination

14.1 Where either party wishes to terminate an Order for convenience it shall give the other party 30 days written notice. If the Client chooses to terminate an Order for convenience and such termination takes effect before the completion of the Services requested, the Client shall be liable to pay the Supplier for all Services completed (including all expenses incurred or which the Supplier is contracted/ liable to pay to any third party).

14.2 Termination of an Order will not impact the continuance of any other Order.

14.3 Either party may terminate an Order on immediate written notice if:

14.3.1 the other party is in Default; and

14.3.1.1 in the case of a Supplier Default the provisions of clause 6 apply; or

14.3.1.2 in the case of a Client Default and where the Default is capable of remedy, it is not put right within 5 Working Days of receiving written notice from the Supplier detailing the Default; or

14.3.2 an Insolvency Event affecting the other party occurs.

14.4 Where the Supplier terminates in accordance with clause 14.3, the Client shall be liable to pay the Charges which would have been due under the terminated Order (including all expenses incurred or which the Supplier is liable to pay). Where the Client terminates in accordance with this clause, the Client shall only be liable to pay for Services and Deliverables received prior to, or not affected by the Default.

14.5 Either party may terminate an Order by written notice if the other party is subject to a Force Majeure Event (as defined in Clause 15) which affects all or a substantial part of the provision or receipt of the Services and which continues for more than 20 Working Days.

14.6 Any terms of these Conditions which by their nature extend beyond its termination shall remain in effect until fulfilled.

15. Force Majeure

15.1 Neither party to these Conditions shall be liable to the other for any delay or non-performance of its obligations under these Conditions, to the extent that such delay or non-performance arises arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake, industrial dispute relating to the Supplier or any other failure in the Supplier's supply chain or any disaster.

16. Variations and Change

16.1 No change or variation to an order or these Conditions shall be valid unless signed by the duly authorised representatives of the parties.

17. Waiver and Accumulation of Remedies

17.1 The rights and remedies provided by these Conditions may be waived only in writing by a director of the relevant party in a manner that expressly states that such waiver is intended for, and such waiver shall only be operative with regard to, the specific circumstances referred to.

17.2 Any failure to exercise, or any delay in exercising, a right or remedy by either party shall not constitute a waiver of that right or remedy, or of any other rights or remedies.

18. Relationship of the Parties

18.1 Nothing in these Conditions is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

19. Publicity and Branding

19.1 During the Term, the Supplier shall be permitted to use the name of the Client and provide brief details of the Services it is supplying to the Client when responding to any tender or other form of request for information issued by a third party.

20. Severance

20.1 If any provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remainder of the provisions. If a provision of these Conditions that is fundamental to the accomplishment of the purpose of these Conditions is held to any extent to be invalid, the Supplier and the Client shall immediately commence good faith negotiations to remedy such invalidity. If as a result of this clause, any party becomes liable for loss or damage which would otherwise have been excluded, that liability shall be subject to the other limitations and provisions set out in these Conditions.

20.2 Neither party shall unreasonably withhold or delay their agreement to any such matters.

21. Further Assurance

21.1 Each party undertakes, at the request of the other and at the cost of the requesting party, to do all acts and execute all documents which may be necessary to give full effect to these Conditions.

21.2 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under these Conditions.

22. Entire Agreement

- 22.1 In conjunction with each Order, these Conditions constitute the entire agreement and understanding between the parties in respect of the matters dealt with in it. These Conditions supersede any conditions which may appear on the Client's standard documentation.
- 22.2 Each of the parties acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in these Conditions. Nothing in these Conditions shall limit or exclude the liability of either party for fraud or fraudulent misrepresentation.

23. Notices

Any notice required to be given under or in connection to these Conditions shall be in writing, signed by or on behalf of the party giving it and shall be served by delivering it personally, or by sending it by pre-paid first-class post, recorded delivery or registered post to the party's notified address.

24. Governing Law and Jurisdiction

These Conditions and each Order shall be governed by and construed in accordance with the law of the jurisdiction where the Supplier has its principal office. Each party agrees to submit to the exclusive jurisdiction of the courts of that jurisdiction.

25. Anti-Bribery and Anti-Money Laundering

25.1 Each Party covenants to comply with all applicable laws and regulations that apply to its performance under the Agreement, including applicable anti-bribery and anti-corruption laws, such as the U.K. Bribery Act and the U.S. Foreign Corrupt Practices Act. Neither Party, nor anyone acting on its behalf (including employees, subcontractors, agents, service providers or other third parties) will, directly or indirectly, pay, give, offer, promise or authorize the provision of anything of value in order to improperly influence anyone, including any official of the government of any nation or political subdivision thereof, or any of their agencies, or to any political party or candidate, to exercise their authority or influence to help any Party or any of its Affiliates, obtain or retain business. Each Party agrees to maintain accurate books and records. Each Party shall promptly notify the other Party of any potential violation of this provision, and fully cooperate with any inquiry or investigation the other Party may conduct.

25.2 The operations of each of the Parties and their respective Affiliates have been conducted at all times in compliance with all applicable anti-money laundering laws, regulations, rules and guidelines in its jurisdiction of incorporation and in each other jurisdiction in which such entity, as the case may be, conducts business (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental authority involving the Parties nor their respective Affiliates with respect to any of the Money Laundering Laws is, to the best knowledge of the Parties, pending, threatened or contemplated.

25.3 Client understands and acknowledges that Supplier is, or may in the future become, subject to certain Money Laundering Laws, and Client agrees to execute instruments, provide information, or perform any other acts as may reasonably be requested by Supplier for the purpose of carrying out due diligence as may be required by Money Laundering Laws. Client agrees that it will provide Supplier with such information as Supplier may reasonably require to comply with applicable anti-money laundering laws or regulations. Client understands, acknowledges and agrees that to the extent permitted by applicable law, Supplier may provide information, including confidential information, to the any regulator or enforcement agency as required by applicable laws, (including but not limited to Financial Crimes Enforcement Network, a bureau of the U.S. Department of the

Treasury), in connection with a request for information on behalf of any enforcement agency investigating terrorist activity or money laundering.

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The Supplier shall have the right to make an additional charge at its prevailing rates in respect of:

- (a) any alteration in or addition to the Client's requirements which shall include changes made by the Client when the style, type, stock or layout is not specified;
- (b) alterations required after Proofing which are not the Supplier's responsibility;
- (c) the Client's instructions or lack of instructions;
- (d) provision of copy by the Client which is not clear or not legible;
- (e) the Client requiring delivery earlier than stated in the Accepted Order or before the time the Supplier would normally deliver;
- (f) any interruptions, delays, or additional or overtime work arising from causes for which the Supplier is not directly responsible ;
- (g) any significant increase in the materials used by the Supplier to create the Deliverables subsequent to the completion of an Accepted Order;
- (h) any increase in (or new) tax, duties or levies (including VAT) imposed on the Deliverables; and
- (i) any fluctuations in foreign exchange rates.

ANNEX 2

Client Responsibilities

In order to facilitate the provision of the Services by the Supplier, the Client shall (in addition to those Client responsibilities and obligations identified in an order), be responsible for the following:

- provide the Supplier with access to appropriate members of the Client's staff, as such access is reasonably requested by the Supplier, in order for the Supplier to discharge its obligations under this Agreement; and
- respond to reasonable requests for information, consents or authorisations in a prompt and timely manner and provide such documentation, data and other information as the Supplier reasonably requests in order for the Supplier to perform its obligations which shall include responsibilities more particularly described below for print management services.

Process Stage	Client Responsibility
Quote	<ul style="list-style-type: none"> ● Supply a full break down of the brief/ specification as well as details of the key dates to enable the Supplier to confirm a time schedule. Key dates include artwork availability and required delivery date. ● Once a quote is agreed, provide a Purchase Order to enable the Supplier to start the work.
Production	<ul style="list-style-type: none"> ● Supply artwork in accordance with the agreed time schedule and standard; ● Where applicable, provide a pagination guide; ● Notify the Supplier in writing of any specific brand standards that need to apply to the production of the campaign or collateral as part of the briefing process; ● Client or its nominated agencies must inform the Supplier when a file is transferred via agreed transfer process; ● Approve all proofs and provide written confirmation in accordance with the agreed time schedule including the content, pagination etc irrespective of project size or value; ● Notify the Supplier as soon as possible of any changes required as delay by Client may impact the time schedule; ● Supply new print ready artwork files if required. Where Client supplies the artwork then Client must ensure that it has all necessary consents to use that artwork. ● Approve Proofs for any new artwork files. ● Supply translations (for languages not supported by the Supplier or not included within the Purchase Order) together with Approved Proofs of these translated items; ● Where available provide a previously printed piece for the Printer to match to unless colour standards are agreed and the agreed printers are used; ● Where applicable, ensure the third party agency checks are carried out; for example artwork should be checked by the most appropriate of the art director, copy writer, proof reader, agency account manager, production manager, and creative artworker; ● Attend the press pass if reasonable requested by the Supplier (or required by Client).
Delivery	<ul style="list-style-type: none"> ● provide the correct address to the Supplier/ and any other information necessary to allow successful delivery such as labelling/ goods in instructions; ● in the event of cross border deliveries, ensure prompt payment of any customs duties to avoid any delays
Direct Mail and linked data services	<ul style="list-style-type: none"> ● Client shall confirm when data has been supplied to the end supplier data via Secure FTP in accordance with the agreed Purchase Order and time schedule ● Client/agency must supply a mock-up/dummy pack including all inserts in the correct collation order. All inserts must be stapled in order to avoid any confusion surrounding the collation order and correct facing of each piece. ● Client must supply a data processing brief and a laser brief as part of the specification requirement. The laser brief must be of every cell, and every personalised piece (i.e. letter and matching coupon). ● Approve all Proofs submitted by the Supplier in relation to direct mailing ● Check data dumps provided to verify receipt of correct data ● Check the data dumps provided to verify receipt of the correct data and supply written confirmation to proceed. ● Resubmit data if incorrect

	<ul style="list-style-type: none"> ● Notify the Supplier immediately of any variable text or personalisation changes; any amendments must be clearly annotated on the proofs, or clearly outlined in writing. ● Notwithstanding the terms of the Agreement, and unless otherwise agreed in any Local Services Agreement, pay the Supplier's invoice for postal Services immediately upon receipt. ● Only transfer data files via the secure FTP site and all files must be password protected and encrypted where possible. ● provide the relevant checks for data permissions, e.g: <ul style="list-style-type: none"> ○ a. 'cold data' – data sourced from a 3rd party should be run against MPS (Mailing Preference Service) for anyone who has opted out of promotional mail. The Supplier can provide this as an additional service; ○ b. 'warm data' – should be checked for 'opt ins' by the database holder, this cannot be checked by the Supplier ● Upon request embed seeds in each cell mailed. The scope and details to be agreed at a relevant time within the time schedule.
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