

STUDIO LAMBERT

SUPPLY OF GOODS AND SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Interpretation and Definitions

1.1 The following definitions apply in these terms and conditions:

Contract: the Term Sheet and these Terms and Conditions.

Force Majeure Event: means an event that is beyond the reasonable control of the affected party and whose effects are not capable of being overcome including without limitation government acts, wars, riots, civil commotion, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities but specifically exclude failure by the affected party's subcontractors, industrial action or lack of funds.

Goods: any Goods agreed in the Contract to be bought or hired by Studio Lambert from the Supplier (including any parts or parts of them).

Intellectual Property Rights: includes patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, data, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, trade marks, service marks, business names, trade names, logos, domain names and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all registrations or applications to register any of the aforesaid items, and all similar or equivalent rights or forms of protection in any part of the world.

Studio Lambert: means Studio Lambert Ltd (company no. 06461004) with registered office at Berkshire House, 168-173 High Holborn, London WC1V 7AA or Studio Lambert Associates Limited (company number 09227451) with registered office at Berkshire House, 168-173 High Holborn, London WC1V 7AA as set out in the Term Sheet.

Remedy: shall have the meaning set out in clause 9.3.

Services: any services to be provided by the Supplier to Studio Lambert pursuant to the Contract.

Supplier: as detailed in the Term Sheet.

1.2 A reference to one gender includes a reference to the other gender. Headings do not affect the interpretation of these conditions.

2. Application of Terms

2.1 These conditions govern the Contract to the entire exclusion of all other terms and conditions and shall prevail over any inconsistent terms or conditions contained or referred to in the Contract, the Supplier's quotation, proposal, confirmation of order, specification or other document supplied by the Supplier or implied by law, trade custom, practice or course of dealing. Any variation to these conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of Studio Lambert.

2.2 Each Contract shall be deemed to be an offer by Studio Lambert to buy or hire Goods and/or Services (as the case may be) subject to these conditions and no Contract shall be accepted until the Supplier either expressly signs the Contract or impliedly by fulfilling the Contract in whole or in part accepts the offer.

3. Provision of Goods or Services

3.1 The Supplier will provide the Goods and/or Services on the date(s) set out in the Term Sheet in accordance with the terms and/or specification set out in the Term Sheet or accompanying documentation and shall devote such time, attention and abilities to the provision of the Goods and/or Services as may be necessary for the satisfactory completion thereof.

3.2 Without prejudice to Studio Lambert right to choose one or more of the Remedies, if Supplier is unable to provide the Goods and/or supply the Services for any reason, it will immediately notify Studio Lambert giving reasons and durations of any failure or delay.

3.3 If Studio Lambert seeks to vary the Goods and/or Services, the Supplier will use best endeavours to accommodate such variation.

3.4 Supplier will comply with all reasonable requests and directions of Studio Lambert and any other third party working with Studio Lambert and will take reasonable care to ensure that the provisions of the Goods and/or Services shall not interfere with the operations of Studio Lambert its employees or any other third party working with Studio Lambert.

3.5 Studio Lambert agrees to provide Supplier with such information, support and co-operation as is reasonably within its power or control and may be reasonably required by the Supplier in order to perform the Contract.

4. Personnel and Subcontractors

4.1 In the event that the personnel named on the Contract cannot carry out the Services or are not deemed by Studio Lambert to be carrying out the Services satisfactorily, the Supplier shall replace such personnel with personnel whose identity shall be pre-approved by Studio Lambert.

4.2 The Supplier will ensure that all key personnel named on the Contract (or otherwise agreed by Studio Lambert) will be exclusively available on days notified by Studio Lambert and will ensure that at all other times the key personnel are available to perform the Services on a non-exclusive first call basis.

4.3 The Supplier may (with the prior written consent of Studio Lambert) engage such third parties as are necessary for the supply of the Services provided that the Supplier shall have full responsibility for the due and proper work of such third parties and shall remain liable for the acts or omissions of any third party. The Supplier shall ensure that any sub-contractor complies with these conditions.

5. Delivery, Risk and Ownership

5.1 The Goods shall be delivered to the location specified in the Contract at the Supplier's own cost and risk and the Supplier shall ensure that the Goods are accompanied by a delivery note which shows the Contract number and description of content. The goods will remain at the Supplier's risk until delivery is complete (including off-loading and stacking). If Studio Lambert is buying the Goods, ownership shall vest in Studio Lambert on the earlier of delivery and payment.

- 5.2 The date of delivery shall be specified in the Term Sheet, or if no date is specified within 14 days of the date of the Contract, time being of the essence.
- 5.3 Studio Lambert shall not be deemed to have accepted Goods until it has had 14 days to inspect or test them following delivery. In the event that Studio Lambert determines that the Goods have been supplied in breach of Contract it may exercise one or more of the Remedies. Studio Lambert shall also have the right to exercise one or more of the Remedies within 60 days of any latent defect becoming apparent.
- 5.4 If Studio Lambert rejects the Goods or any part thereof for any reason, return delivery to the Supplier shall be at the Supplier's expense and the Supplier shall promptly repay to Studio Lambert any sums paid for the rejected Goods.
- 5.5 Studio Lambert shall own any property (including Intellectual Property rights) in the Goods it purchases and/or created in the performance of the Services and the Supplier shall assign to Studio Lambert all Intellectual Property Rights created in the provision of the Services. The Supplier will indemnify and hold Studio Lambert harmless against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim by a third party that the receipt and use of the Goods and/or any items or material supplied to Studio Lambert as part of the Services by Studio Lambert infringes the Intellectual Property Rights of any third party. In these circumstances, Studio Lambert shall have the right to exercise one or more of the Remedies and/or require the Supplier to either procure for Studio Lambert the right to continue to use the Goods and/or Services and/or items and materials supplied to Studio Lambert as part of the Services or, provided that the modification or substitute (as appropriate) is reasonably acceptable to Studio Lambert (a) modify the Goods and/or Services and/or the items or materials supplied to Studio Lambert as part of the Services so that they are non-infringing or (b) provide a substitute for the Goods/Services and/or items or materials supplied to Studio Lambert as part of the Services.

6. Price and Payment

- 6.1 The price of the Goods and/or Services shall be as set out in the Term Sheet and shall be exclusive of VAT (unless otherwise stated on the Contract) but inclusive of all other charges including expenses.
- 6.2 The Supplier shall submit invoices in accordance with the Payment Schedule or if no payment terms are specified on the Term Sheet, as agreed with Studio Lambert.
- 6.3 Studio Lambert shall (subject to clause 6.9 below) pay the Fee within 60 days of receipt of an appropriate invoice.
- 6.4 If a Supplier is paid on a daily basis, Studio Lambert shall be entitled to pro-rata the fee to the half day if applicable. No overtime will be payable unless Studio Lambert approves the same.
- 6.5 No fees shall be payable for time lost due to illness or other delay beyond Studio Lambert's reasonable control.
- 6.6 Claims for payment in respect of materials purchased by the Supplier in order to perform the Services or for reimbursement of expenses shall only be payable if described in the Contract and accompanied by relevant receipts.

- 6.7 Studio Lambert reserves the right to set off any amount owing by it against any amounts owing to it from the Supplier and to withhold any payments to the extent that Goods or Services have not been supplied to Studio Lambert's reasonable satisfaction.
- 6.7 Payment is without prejudice to claims or rights which Studio Lambert may have against the Supplier and shall not constitute acceptance of the Goods or Services.
- 6.9 If Studio Lambert disputes any sums set out in an invoice then it will notify the Supplier in writing before the due date for payment and will pay any amounts set out in that invoice to the extent they are not disputed. Studio Lambert and the Supplier shall meet within seven (7) days of receipt of a written notice from Studio Lambert under this clause to attempt to resolve the dispute.

7. Warranties and Indemnity

- 7.1 The Supplier warrants and undertakes that (i) the Goods will be of appropriate design, quality, material and workmanship, without fault, comply with all safety standards, fit for the purpose and free from any charge, lien or encumbrance, (ii) the Goods and/or Services shall conform to specification, (iii) it shall obtain all necessary consents, licenses, permissions, clearances in order to supply the Goods and/or Services (including in relation to Intellectual Property Rights), (iv) it shall use all due care, skill and diligence in accordance with best industry practices and standards in performing the Contract and shall perform the Contract in a timely and professional manner, (v) it shall comply with all relevant laws and regulations in the provision of the Goods and/or Services (including data protection law and regulations), (vi) it has and will provide all necessary skills, experience, personnel, equipment and facilities to perform its obligations pursuant to the Contract, (vii) appropriately experienced, qualified, competent and trained personnel will perform the Contract, (viii) it is free to enter into this Contract and has no other commitment that will conflict with it providing the Services, and (ix) it shall act in good faith at all times and not bring Studio Lambert into disrepute. If any Goods and/or Services, whether in part or in whole, delivered or supplied to Studio Lambert do not comply with this clause then Studio Lambert shall have the right to exercise one or more of the Remedies.
- 7.2 The Supplier shall indemnify Studio Lambert against all liabilities incurred by Studio Lambert as a result of (i) the Supplier's negligence, willful default, misrepresentation or breach of contract, (ii) any third party claim arising out of negligence or breach of contract by the Supplier and (iii) any alleged or actual infringement of any third parties Intellectual Property Rights or other rights arising out of the use or supply of the Goods and/or Services. This provision shall survive termination or expiry of the Contract.

8. Liability and Insurance

- 8.1 Where relevant the Supplier shall take out and maintain insurance in respect of all risks it is prudent for the Supplier to insure against including without limitation public liability insurance and professional indemnity insurance or product liability insurance with a reputable insurance company of no less than £5 million (or such other amount as may be agreed with Studio Lambert) in respect of any one claim or incident and shall provide the relevant certificates upon Studio Lambert's request.
- 8.2 Neither Studio Lambert nor the Supplier shall be liable for any consequential or indirect loss, loss of profits, revenues and/or business or anticipated savings arising from a breach of the Contract. In any event Studio Lambert's maximum aggregate liability to the Supplier will be limited to the total price paid by Studio Lambert for the relevant Goods or Services. The exclusions and limitations of liability set out in these conditions will not apply to restrict either Studio Lambert's

or the Supplier's liability for death or personal injury resulting from that party's negligence or fraud.

9. Termination and Remedies

- 9.1 Studio Lambert shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice. On such termination, Studio Lambert shall pay fair and reasonable compensation for work-in-progress but such compensation shall not include loss of anticipated profits or any consequential loss. Termination shall be without prejudice to the rights and duties of the parties accrued prior to termination.
- 9.2 Either party may terminate the Contract by giving seven (7) days written notice if a Force Majeure Event prevents either party from performing its obligations under the Contract for a period of longer than fourteen (14) days.
- 9.3 On termination of the Contract for any reason, the Supplier shall immediately (a) deliver to Studio Lambert all materials, information, data and equipment provided by Studio Lambert for the purpose of the Contract and if the Supplier fails to do so, Studio Lambert shall be entitled to enter the Supplier's premises and take possession of any items that should have been returned to it, (b) immediately deliver up, at his own cost, all items or materials supplied to Studio Lambert as part of the Services (whether or not complete), (c) vacate the location where it is performing Services in connection with the Contract, (d) ensure the transfer of knowledge relevant for the provision of the Services from the Supplier to Studio Lambert's nominated personnel.
- 9.4 If any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, Studio Lambert shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by Studio Lambert:
- (a) rescind the Contract;
 - (b) reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods shall be paid by the Supplier;
 - (c) require the Supplier to remedy at its expense any defect or to supply replacement Goods and/or carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - (d) refuse to accept any further deliveries of the Goods or the provision of any further Services without any liability to the Supplier;
 - (e) require immediate repayment by the Supplier of all sums previously paid to the Supplier by Studio Lambert under the Contract;
 - (f) carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract;
 - (g) at the Supplier's cost engage the Services of another supplier;
 - (h) claim damages; or

- (i) in circumstances where by other supplier would not have ready familiarity with Studio Lambert's systems and business affairs necessary to enable such other supplier to fulfill the Services within the timeframe or to the standards required, the Supplier agrees that, in circumstances where a claim for damages would be an inadequate remedy, Studio Lambert shall be entitled to an interlocutory order for specific performance together with a mandatory injunction,

(each of the above being a **Remedy**).

10. Confidentiality

- 10.1 The Supplier shall and shall procure that the Key Personnel shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives or information which are of a confidential nature concerning Studio Lambert's business or programmes and the Supplier shall restrict disclosure of such confidential material on a need to know basis. Unless otherwise specifically agreed, the Supplier shall keep confidential the fact that the Supplier is supplying Studio Lambert and the terms of such supply. This provision shall survive termination of the Contract.

11. Site Access, Health & Safety

- 11.1 The Supplier shall take all reasonable steps to ensure the health and safety of Studio Lambert's employees, contractors and other third parties working with Studio Lambert while they are working with the Supplier and shall comply with all provisions, rules and regulations regarding site access and security of any of Studio Lambert's premises and all health and safety regulations, rules and requirements.
- 11.2 The Supplier shall upon the request of Studio Lambert grant Studio Lambert such access to the Supplier's premises or such other premises as Studio Lambert may reasonably require for inspection of any Goods, facilities, and or equipment/materials provided under the Contract or for any other reason connected with the performance of the Contract.

12. Waiver and Severance

- 12.1 A waiver of any rights under the Contract is only effective if it is in writing and it shall apply only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 12.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 12.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall be deemed to be severable and the remaining provisions of the Contract and the remainder of such provision shall remain in full force and effect.

13. Assignment

- 13.1 The Supplier shall not without the prior written consent of Studio Lambert assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.2 Studio Lambert may without consent at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract to any third party.

14. No Partnership or Agency

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15. Anti-Bribery & Corruption

15.1 The Supplier shall:

- (a) comply with the Bribery Act 2010 and all applicable anti-bribery and corruption laws and legislation anywhere in the world ("**Anti-Corruption Laws**") and shall provide such supporting evidence of compliance as Studio Lambert may reasonably request;
- (b) have and shall maintain in place throughout the term of the Contract its own policies and adequate procedures to ensure compliance with the Anti-Corruption Laws, the Policy and the other requirements set out in this Clause 15, and shall enforce them where appropriate;
- (c) promptly report to Studio Lambert any incidents of which the Supplier becomes aware involving breach or potential breach of Anti-Corruption Laws or the Policy in connection with the Contract or any other dealings with Studio Lambert;
- (d) immediately notify Studio Lambert if a foreign public official becomes an officer or employee of, or other person authorised to bind, the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees, authorised representatives or direct or indirect owners at the date of the Contract);
- (e) ensure that any person associated with the Supplier who is performing in connection with the Contract does so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on the Supplier in this Clause 15.

15.2 Notwithstanding Clause 9.1 Studio Lambert shall have the right to terminate the Contract immediately and without notice in the event of breach of this Clause 15 by the Supplier.

15.3 The meaning of adequate procedures and foreign public official 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 section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 15, a person associated with the Supplier includes but is not limited to any sub-contractor of the Supplier.

16. Rights of Third Parties

The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17. Notices

Notice shall be in writing, sent for the attention of the person, and to the address, fax number or email address given in the Contract (or such other contact details as notified to the other party)

and shall be delivered personally, sent by fax, email or sent by pre-paid, first class post or recorded delivery. A notice is deemed to have been received if delivered personally at the time of delivery, in the case of fax at the time of transmission, in the case of email at the time the email is delivered, in the case of pre-paid first class post or recorded delivery 48 hours from the date of posting and if deemed receipt under this condition 16 is not within business hours (9.00 am to 5.30pm Monday to Friday on a business day), at 9.00am on the first business day following delivery.

18. Entire Agreement

The Contract shall constitute the entire agreement and understanding between the parties relating to the subject matter of the Contract. The Supplier acknowledges that it has not relied on any statement, representation, warranty or undertaking made to any person other than as expressly set out in the Contract.

19. Injunctive Relief

The Supplier acknowledges that remedies at law may be inadequate to protect Studio Lambert against any breach of this Contract and without prejudice to any other rights and remedies available to Studio Lambert, Studio Lambert may be granted injunctive relief without proof of actual damages. The Supplier shall not be entitled and hereby waives its right to injunctive relief in relation to the Contract.

20. Governing Law

This Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.