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Introduction

RGML Limited (RGML) offers Services including through a number of its Affiliated Companies to Customers.

The relevant Company or combination of Companies providing Services, which are subject to these Conditions of Supply, will be identified in the quotation and acceptance of order documents provided, and as invoiced to the Customer.

These Affiliated Companies, that provide Services to Customers are:

Rhino Automotive Limited (trading name - **Rhino**), an automotive sales event and activation service provider, assisting OEMs, dealer groups, and retailers convert demand into sales through fully managed, data-driven events and retail activations;

Oceros Marketing Limited (trading name - **Oceros**), a marketing agency, combining automotive insight with creative expertise to deliver data-led campaigns for OEMs, dealer groups, and emerging automotive brands;

Halo Automotive Technologies Limited (trading name - **HALO / HALO Live**), a proprietary technology platform that enables appointment booking, lead management, and event performance reporting for the automotive retail industry; and

such other **Affiliated Companies** from time to time which are identified in the quotation and acceptance of order documents provided, and as invoiced to the Customer.

Priority of documents forming a Contract

A Contract is recorded in the following documents:

- (a) applicable Company quotation or acceptance of order documents, including any service and pricing schedules
- (b) these Conditions of Supply;
- (c) any other document incorporated by reference in the quotation or confirmation of order, including any service and pricing schedules; and
- (d) any other document incorporated by reference via the RGML Website, associated with the provision of the Services.

In the event of any conflict between provisions of the documents making up the Contract, the order of precedence shall be as set out above (in order of decreasing precedence) unless explicitly stated otherwise.

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Overview of Services

Services are more particularly described in the Company quotation or acceptance of order documents, including any service and pricing schedules and additionally by reference to the RGML Website.

For Sales Events

1. Sales Events

- Bespoke, VIP, Used Car, Vehicle Launch events
- OEM CI-compliant creative templates and campaign framework
- End-to-end management planning, delivery, and post-event reporting
- Dedicated event coordination and dealer team support

2. Communications & Campaign Delivery

- Multichannel communications: Direct Mail, Email, SMS, WhatsApp
- GDPR-compliant data processing
- HALO CRM integration

3. HALO Platform Integration

- Appointment booking and lead tracking via **HALO**
- Real-time performance visibility: attendance, conversion, and sales
- Automated dashboards and reporting

4. In-Showroom Experience

- Point-of-sale and event branding materials
- Pre-event sales training
- Event equipment delivery, showroom set-up and takedown

5. Performance Reporting & Analytics

- Reporting and conversion metrics.

For marketing agency Services, which are provided on a Retainer structure.

All retainers operate on an **initial 12-month contract** (“Initial Term”). At the end of this period, the agreement **automatically renews for a further 12-month term** (“Renewal Terms”) unless terminated in writing by either party. Termination by the Customer requires a **minimum of six months’ written notice**, which cannot expire earlier than the end of the current term. In the absence of such notice, the agreement will continue to **renew automatically on a 12-month rolling basis**.

Retainer Services:

1. Creative

- Ongoing access to senior creative resource (designers, copywriters, video editors)
- Brand and campaign creative development
- Video and motion content production

2. Marketing

- Strategic marketing consultancy and campaign planning
- Media buying, optimisation, and reporting
- Multi-channel campaign delivery and measurement

3. Artwork

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- High-volume, fast-turnaround artwork services
- Template-based design and brand adaptation

For **marketing agency** Services

1. Digital & social media

- Paid Social Advertising (Meta, TikTok, LinkedIn, etc.)
- Organic Social management and content production
- Landing pages and microsites
- Short-form video (e.g. for social media)
- Long-form video (e.g. car reviews for youtube)
- Animation and motion design
- Pay Per Click Advertising (subcontracted)

2. Broadcast, Print & Out-of-Home

- Sky AdSmart targeted TV campaigns
- Radio advertising strategy and booking
- Out of Home media (digital screens, forecourt, roadside)
- Print & Direct Mail – creative, production, and mailing

3. CRM & Campaign Marketing

- Email marketing – design, build, deployment, and reporting

4. Brand & Experiential Marketing

- Experiential & Product Placement campaigns
- Marketing Campaigns for New Entrants – brand launch strategy and creative development
- Point of Sale Materials – in-showroom collateral and displays
- Branded signage
- Branding – visual identity creation and rollout.

For **proprietary technology** Services provided through the **HALO technology platform**

All Intellectual Property Rights in the HALO technology platform and associated Services provided by an Affiliate of RGML are proprietary to RGML and licensed by RGML.

Where access to the HALO technology platform and associated Services is agreed to be **provided on a Subscription structure**, then access will be provided strictly on an **initial 12-month contract** (“Initial Term”) basis. At the end of this period, this agreement will **automatically renew for further 12-month terms** (“Renewal Terms”) unless terminated in writing by either party. Termination by the Customer requires a **minimum of six months’ written notice**, which cannot expire earlier than the end of the current term. In the absence of such notice, the agreement will continue to **renew automatically on a 12-month rolling basis**.

Where access to the HALO technology platform and associated Services is agreed to be provided solely for the purpose of a **Sales Event or series of related Sales Events** and not on a Subscription structure then the Customer will be provided with **restricted access** to the HALO technology platform and associated Services only for the duration of the build-up and during the Sales Event or related Sales Events. When the Sales Event or series of related Sales Events comes to an end then the Customer’s access to the HALO technology platform and associated Services shall automatically cease, without the need for any further action by RGML or the Customer.

Service support and service levels associated with access to the HALO technology platform and associated Services are available at www.rgml.group/resources.

1. HALO Technology Platform

- Appointment scheduling, lead tracking, and reporting
- Dashboard and performance insights
- Plug-in widget to generate HALO bookings through dealer websites

2. HALO Live

- Always-on subscription version for everyday dealership use
- Monthly licence agreement
- Enables retailers to manage customer appointments outside event periods

3. Data & Reporting Services

- Real-time analytics and conversion dashboards
- Integrations with dealer CRM systems

4. Support & Configuration

- Platform onboarding, training, and configuration
- Technical support and ongoing maintenance

CONDITIONS OF SUPPLY

1. DEFINITIONS AND INTERPRETATION:

1.1 The following terms shall have the meaning as stated:

"Affiliate" means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);

"Company" means the applicable Affiliated Company identified in the relevant quotation or acceptance of order documents;

"Conditions" means these conditions for the supply of Services;

"Confidential Information" means proprietary information and/or any information obtained from the other Party in connection with the Contract which is: (i) reasonably identified by either Party as commercially sensitive or confidential; (ii) obviously confidential in nature; or (iii) given in circumstances giving rise to an obligation of confidence;

"Contract" means a contract between the Company and the Customer for the supply of Services, incorporating these Conditions;

"Customer" means any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company and shall include any successor-in-title of the Customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the Customer;

"Customer Data" means any data, including personal data supplied by the Customer to the Company for the purpose of the Company performing the Services;

"Customer Website" or **"website"** in the context of search optimisation services, means the Customer's website in respect of which the parties have agreed that the Services will be provided.

"Data Protection Legislation" means means all applicable laws and regulations relating to the processing of personal data and privacy including the Data Protection Act 1998, the General Data Protection Regulation 2016/679 once in force ("GDPR") and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated and the equivalent of any of the foregoing in any relevant jurisdiction where the Services are to be performed. The terms "Data Controller", "Data Processor", "Data Subjects" and "Personal Data" shall have the meaning given to them in the DPA or GDPR;

"Deliverables" means all events, services, plans, drawings, designs, documents, products, marketing automation and materials developed by the Company or its Affiliates, agents, subcontractors, consultants and employees in relation to the Services in any form, including, without limitation, organisation and staging of sales & marketing events, sales and marketing campaigns and services, development or supply of information technology platforms or computer programs or software, data, data management, reports and specifications (including drafts);

"Input Material" means any documents, plans, drawings, designs, software or other materials, and any data or other information provided by (or to be provided by) the Customer to the Company for the purposes of, or relating to the Services;

"Intellectual Property Rights" means any rights in Confidential Information, design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

"Premises" means the premises at which the performance of any installation services shall take place;

"RGML Website" means rgml.group, wearrhino.com, Oceros.com, haloauto.io or such other Company website appropriate to the Services being supplied; and

"Services" means any services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them).

- 1.2 A reference to a clause is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions.
- 1.3 Any reference to **"parties"** means the parties to the Contract and **"party"** shall be construed accordingly.
- 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 Words in the singular include the plural and in the plural include the singular.

2. APPLICATION OF CONDITIONS AND DESCRIPTION OF SERVICES:

- 2.1 All quotations are made and all orders are accepted by the Company subject only to these Conditions, which shall prevail notwithstanding any other terms and conditions which the Customer shall bring to the Company's notice.
- 2.2 Any quotation is given on the basis that no Contract shall come into existence until the Company accepts the Customer's order in accordance with the provisions of clause 2.3. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 2.3 The placing of an order following any quotation or other indication of price shall not be binding on the Company unless and until accepted by the Company in writing.
- 2.4 The Customer shall ensure that the terms of its order and any Input Material and/or any applicable specification are complete and accurate.
- 2.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to

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correction without any liability on the part of the Company.

- 2.6 The Company accepts orders only on the basis that those instructing the Company do so as principals and are therefore liable directly to the Company for all payments of account.
- 2.7 In certain circumstances, the Company is required by law to collect evidence of identity from its customers. If the Customer fails to supply any due diligence evidence which the Company requests, the Company will be unable to provide the Services to the Customer.
- 2.8 No order of the Customer may be cancelled by the Customer, except with the Company's express agreement and on such terms as the Company may require. Cancellation charges are addressed further at clause 7.6.
- 2.9 No order of the Customer may be varied, altered or deferred by the Customer, except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such variation, alteration or deferment.
- 2.10 All samples, designs, documents, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in such materials or the Company's website, catalogues or brochures are proprietary to the Company and are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract and this is not a sale by sample.
- 2.11 The Company has no obligation to accept any variation to the Contract requested by the Customer, whether by addition, substitution or omission (or, without limitation, to the Services to be provided under the Contract) and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation.
- 2.12 If any Services are to be performed by the Company in accordance with any Input Material, instructions, specification or design submitted by the Customer, the Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by, the Company, in settlement of any claim for infringement of any Intellectual Property Rights or data protection rights of any other person resulting from the Company's use of any Input Material, instructions, specification or design so submitted.
- 2.13 The Customer shall ensure that any specification submitted by the Customer does not contravene any applicable statutory or regulatory requirement.

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- 2.14 Unless expressly accepted by the Company, the Services are provided for the Customer's sole and exclusive use and shall not be used or relied upon by any third party.
- 2.15 The Company reserves the right to make changes to these Conditions at any time, without prior notification.
- 2.16 In these Conditions, clauses 1 and 2 and clauses 4-13 inclusive shall apply to all Services supplied by the Company. Particular requirements also apply to certain Services and these are addressed in clause 3.

3. PARTICULAR REQUIREMENTS APPLYING TO CERTAIN SERVICES:

Where the Company is to provide Sales Events Services, including in show room experience:

- 3.1 The Company shall not be responsible for any delay in any sales & marketing event directly or indirectly arising out of the acts or omissions of the Customer (including any employee, agent or contractor or supplier of the Customer) or any third party.
- 3.2 The Customer shall:
 - (a) obtain all necessary licences, consents, or approvals required from any governmental or local authority or other relevant third party and continue to meet those requirements and maintain those approvals or consents in respect of any event and, if such approvals or consents are amended or terminated, notify the Company immediately;
 - (b) provide any information the Company may reasonably require in connection with the Customer, the Premises and the event to enable the Company to perform the installation with reasonable skill and care and inform the Company if such information changes;
 - (c) ensure that the Company is given unimpeded access to the Premises so as it may perform all activities associated with the event safely, with minimum delay or interruption and provide such assistance as may be reasonably requested promptly and without additional cost to the Company, including in particular provision of suitable access for the safe use of step ladders with 3 points of contact, level surface and all locks in place etc.;
 - (d) remove or move any materials and other objects obstructing or preventing activities associated with the event at the Premises; and
 - (e) ensure the Premises and any equipment provided are safe and without risk for the any person, including but not limited to any members of the public, and alert the Company to the location of any known conditions or risks on the Premises which may affect any activities associated with the event.
- 3.3 The Company may grant to the Customer non-exclusive rights to use the Company's trade marks, Confidential Information, know how or other proprietary materials ("**Proprietary Materials**") in relation to the Services, subject always to the Customer's compliance with the terms of this Contract. Any goodwill derived from the use by the Customer of the Proprietary Materials shall accrue to the Company. The Company may, at any time, call for a document confirming the assignment of that goodwill and the Customer shall immediately execute it. The

Customer shall comply with the specifications, standards and directions relating to the Proprietary Materials, as notified in writing by the Company from time to time

- 3.4 The Customer agrees to licence to the Company use of all copyright and database rights in any of its Customer Data required by the Company for the provision of the Services, including its Customer Data for organising and for the attendance of persons at sales & marketing events. The Customer acknowledges that the Company is under no duty to investigate the completeness, accuracy or sufficiency of the Customer Data. Whilst the Company is not the controller of the Customer Data, it will nevertheless use all reasonable security practices and systems applicable to prevent and take prompt remedial action against unauthorised access, copying or unlawful distribution of the Customer Data. The Company shall only make copies of the Customer Data for the purpose of any Deliverable and will not otherwise extract, use, exploit, redistribute, copy or store the Customer Data.
- 3.5 The Company warrants and represents, having regard to state of technological development and reasonable cost of implementing any measures, that it will take appropriate measures against the unauthorised or unlawful processing of the Customer Data, against the accidental loss or destruction of the Customer Data or damage to the Customer Data and to ensure a level of security appropriate to the harm that might result from such unauthorised processing or accidental loss, destruction or damage and the nature of the data to be protected.
- 3.6 The Customer warrants and represents that it is the owner of any Intellectual Property Rights in any Customer Data licensed to the Company, it has the rights to licence the processing of the Customer Data by the Company for the purpose of the Deliverables, that the processing of the Customer Data will not infringe the Intellectual property Rights of any 3rd party, that it is not aware of any circumstances likely to give rise to breach of any Data Protection Legislation, the Customer Data contains nothing that is defamatory or indecent, the Company is entitled to process the Customer Data for the purpose of the Deliverables and such use will comply with all Data Protection Legislation, all data subjects have given their valid consent required under Data Protection Legislation to the transfer and processing of their personal data by the Company for the purpose of the Deliverables, the Customer Data is necessary, accurate and up to date and that the Customer is registered with all relevant data protection authorities to process the Customer Data for the purpose of the Deliverables.

Where the Company is to provide access to its HALO proprietary technology platform, reporting and analytics Services:

- 3.7 The Company (or as the case may be an Affiliate of the Company) grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of the Contract (in whole or in relation to a particular Service(s)) to use any information or materials provided by the Company to the Customer to the extent necessary for the Customer to receive the benefit of the Service(s). The Customer must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by the Company or relevant law.
- 3.8 The Company (or as the case may be an Affiliate of the Company) grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any software provided by the Company or its suppliers solely in the United Kingdom in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any such software (or any part of the software), unless expressly permitted to do so by the Company or by relevant law.

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This licence will terminate on the termination of Contract.

- 3.9 To the extent that it is agreed by the Company to form part of the Services, the Company will provide data cleansing and data management services by means of software and software related services with the purpose to check, cleanse, replenish and validate data supplied by the Customer in connection with the Customer's databases within agreed parameters (the "**Data Management Services**"). As agreed by the Company to form part of the Data Management Services, the Company may provide marketing automation, which may be subject to and charged for by the Company on a results performance basis as agreed by the parties from time to time. The provision of marketing automation in respect of the Social Media Marketing Services shall at all times be conditional upon the Customer maintaining the necessary Customer own or 3rd party platforms and technical or communication interfaces.
- 3.10 The Customer shall establish and maintain secure system connectivity between the Customer Data that is to be the subject of the Data Management Services and the Customer shall promptly migrate securely the Customer Data from the Customer's own system to the Company's systems.
- 3.11 The Company shall supply the Data Management Services to achieve the Deliverables.
- 3.12 The Company shall only process the Customer Data for the purpose of the Data Management Services and in compliance with the Customer's instructions in this regard from time to time,
- 3.13 The Customer agrees to licence to the Company use of all copyright and database rights in any personal data supplied by the Customer to the Company for the purpose of the Data Marketing Services. The Company shall ensure that the Customer Data is kept secure and shall use all reasonable security practices and systems applicable to prevent and take prompt remedial action against unauthorised access, copying or unlawful distribution of the Customer Data. The Company shall only make copies of the Customer Data for the purpose of any Deliverables and will not otherwise extract, use, exploit, redistribute, copy or store the Customer Data.
- 3.14 The Company warrants and represents, having regard to state of technological development and reasonable cost of implementing any measures, that it will take appropriate measures against the unauthorised or unlawful processing of the Customer Data, against the accidental loss or destruction of the Customer Data or damage to the Customer Data and to ensure a level of security appropriate to the harm that might result from such unauthorised processing or accidental loss, destruction or damage and the nature of the data to be protected.
- 3.15 The Customer warrants and represents that it is the owner of any Intellectual Property Rights in any Customer Data licensed to the Company, it has the rights to licence the processing of the Customer Data by the Company for the purpose of the Deliverables, that the processing of the Customer Data will not infringe the Intellectual Property Rights of any 3rd party, that it is not aware of any circumstances likely to give rise to breach of any Data Protection Legislation, the Customer Data contains nothing that is defamatory or indecent, the Company is entitled to process the Customer Data for the purpose of the Deliverable and such use will comply with all Data

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Protection Legislation , all data subjects have given their valid consent required under Data Protection Legislation to the transfer and processing of their personal data by the Company for the purpose of the Deliverables , the Customer Data is necessary, accurate and up to date and that the Customer is registered with all relevant data protection authorities to process the Customer Data for the purpose of the Deliverables.

- 3.16 Clauses 6.10 to 6.16 concerning compliance with Data Protection Legislation shall apply to the provision of the Data Management Services.

Where the Company is to provide to communications and campaign delivery Services:

- 3.17 The Customer shall provide an outline specification for copywriting Services required for review by the Company. Subject to the outcome of this review the Parties shall agree a detailed specification with respect to any copywriting services to be undertaken by the Company. Any amendments proposed to the specification must be made in writing and delivered to the other Party. If any such proposed amendments will incur additional costs, charges or expenses, then these must be met by the Customer. As and between the Company and the Customer, all copy created shall remain the property of the Company, unless otherwise agreed in writing by the Company. The Company will not include anything in the copy which it considers to be immoral, offensive, obscene, illegal, potentially infringing or libelous.
- 3.18 The Company will not include anything in the copy which it considers to be immoral, offensive, obscene, illegal, potentially infringing or libelous. The Customer shall be solely responsible for arranging for legal clearance of the copy prior to making any use of the copy. Should it subsequently transpire that the copy is subject to any usage restrictions or limitations, the Customer shall permit the Company to remove and/or replace the offending copy without hindrance or liability to the Customer and any corresponding additional costs, charges or expenses shall be for the Customer's sole account. The Company shall in no way be held responsible for any such copy being included. The Customer shall fully indemnify and hold the Company harmless against any and all claims resulting from the Customer not having obtained all required legal clearances.
- 3.19 On completion of the project, the Company will require the final proof to be accepted by the Customer. The acceptance procedure shall be as follows:
- (a) when the Company considers the work to be completed, the Customer will receive notification;
 - (b) the Customer will have 7 days from the notification to carry out an appraisal of the work and inform the Company of any changes required to correct any errors;
 - (c) the Company will carry out the agreed amendments within 14 days. The Customer will then have a further seven days to appraise the changes to the work and inform the Company of any errors in the changes; and
 - (d) after this period, the work is considered as accepted, full payment will become due and the Customer will be invoiced for the outstanding costs. Any additional amendments will be chargeable.

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- 3.20 On the termination of the Contract, any copy delivered to the Customer but not yet fully paid for by the Customer shall be returned to the Company and the Customer shall not retain any duplicates of the copy.

Where the Company is to provide communications and campaign delivery services (search engine optimisation) Services:

- 3.21 The Company will promote the Website in accordance with the package of search engine optimisation services (“the **SEO Services**”) forming part of Services purchased by the Customer. The SEO Services will comprise processes, procedures, concepts and ideas for improving results and on line visibility of the Website or a web page or pages on a web search engines unpaid results. The SEO Services may be in respect of image or video searches. The SEO Services may distinguish between local or location based search engine optimisation and national or global international searches.
- 3.22 As agreed by the Company to form part of the SEO Services, the Company may provide marketing automation, which may be subject to and charged for by the Company on a results performance basis as agreed by the parties from time to time. The provision of marketing automation in respect of the SEO Services shall at all times be conditional upon the Customer maintaining the necessary Customer own or 3rd party platforms and technical or communication interfaces.
- 3.23 The search engine targeted will be Google UK unless otherwise stated. The Company will, in its sole discretion, choose suitable sets of words to search for in the search engine and the position in the results obtained using these words will be used for assessing search engine listings. A listing is where the search engine is queried with the words chosen by the Company and the website address or a link to that address appears in the results returned. The words chosen by the Company will be a test phrase. Although the website address, or links to that address, will be listed when searching for different words, reports will contain only one test phrase.
- 3.24 The Company will optimise pages on the Website for the search engine, in accordance with the relevant Service package description (which may include adding, deleting and/or altering text, images, pages, meta-tags, titles, mark-ups, style sheets, scripts, internal and external links and Website structure).
- 3.25 The Customer shall assist the Company in ensuring that the Company has the unrestricted ability to optimise the structure and content of the Customer’s web pages. Such changes generally have a minimal visual impact. The Company will work directly with the Customer in order to maintain the original look and feel of the website.
- 3.26 Where any changes to the website made by the Company or on the recommendation of the Company are altered, reversed or deleted, then the Customer must notify the Company immediately. The Company may apply an additional charge in respect of restoration and remedial work.
- 3.27 The Customer will provide to the Company:

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- (a) the ability to provide the Search Engine Optimization Services, including by means of access and make changes to the Website (or, where the Company agrees, the Customer will promptly make any changes to the website requested by the Company);
- (b) assistance in determining appropriate keywords and key phrases which should be targeted using the Services;
- (c) direct access to any existing analytical data concerning the Website, such as data concerning referral sources, visitor activity, Website usage, conversion rates, and similar data.

3.28 The Customer grants the Company a non-exclusive licence to use the website to the extent required for the Company to perform its obligations and exercise its rights under the Contract.

3.29 The Customer acknowledges that:

- (a) search engine algorithms will change from time-to-time, which may affect the website's rankings in the search engine results pages, and the Company has no control over such changes;
- (b) it can take many months for the Search Engine Optimization Services to have any significant effects upon the ranking of a website in the search engine results pages;
- (c) search engine optimisation site promotion is an ongoing task and, should the Customer terminate these Services and/or stop promoting the website, that would be likely to have a negative impact upon the effects of the Search Engine Optimization Services;
- (d) the Company will not be responsible for any alterations to the website made by the Customer or any third party that reverse or effect changes made to the website by the Company as part of the Search Engine Optimization Services;
- (e) the promotion of the website may lead to higher traffic levels and bandwidth requirements for the website, and the Customer will be responsible for arranging and paying for such requirements;
- (f) notwithstanding the Search Engine Optimization Services, the website's search engine results page rankings and traffic levels may decrease as well as increase;
- (g) it is not possible to give any guarantees for any specific result on the search engine, nor can the Company quantify the level of increased traffic or sales or give any guaranteed positioning as a result of the Search Engine Optimization Services; and
- (h) the Company does not own or control any directories to which the website may be submitted, and no refunds will be given in the event of any refusal to include the website in any directory database.

3.30 The Search Engine Optimization Services shall be provided for such minimum period and may only be terminated upon such notice period as may be stipulated by the Company, subject to earlier termination under clause 12.

Where the Company is to provide communications and campaign delivery services (digital and social media or electronic or e – marketing) Services:

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- 3.31 To the extent that it is agreed by the Company to form part of the Services, the Company will provide electronic or e mail marketing services (the “**e Marketing Services**”).
- 3.32 As agreed by the Company to form part of the e Marketing Services, the Company may provide marketing automation, which may be subject to and charged for by the Company on a results performance basis as agreed by the Parties from time to time. The provision of marketing automation in respect of the e Marketing Services shall at all times be conditional upon the Customer maintaining the necessary Customer own or 3rd party platforms and technical or communication interfaces.
- 3.33 The Company does not warrant that the e Marketing Services will be uninterrupted, error, bug or virus free or that the delivery of emails will be without delay. It may be necessary to temporarily suspend the e Marketing Services from time to time, although the Company will provide the Customer with as much notice a possible of temporary suspensions of the e Marketing Services. The Company may disable the Customer’s account if the Customer is damaging the server’s reputation.
- 3.34 The delivery of emails to recipients cannot be guaranteed and is dependent amongst other factors upon accurate and up to date contacts details or email addresses, upon suitable internet availability and connectivity, on various anti-spam and junk mail policies adopted by the recipients' service providers as well as restrictions regarding the content, wording and graphics. The Company shall have no responsibility or liability for the storage or back up of the Customer’s data and the Customer shall have full responsibility to make its own back-up of such data if required.
- 3.35 The Customer must comply with Data Protection Legislation. In particular, the Customer shall:
- (a) if located or operating in the EEA, ensure that it is appropriately registered;
 - (b) take appropriate organisational and technical measures against unauthorised or unlawful processing;
 - (c) obtain appropriate express, specific and informed consent when obtaining the personal data from data subjects;
 - (d) keep full records of its customers opt-in/opt-out choices regarding unsolicited electronic communications or emails;
 - (e) if located or operating in the EEA, only transfer personal data outside the EEA with, and only to the extent of, any express and informed written consent of the relevant data subject; and
 - (f) permit the Company to audit its compliance with this clause 3.34. and shall provide access to all its premises and systems for such purpose upon being given reasonable notice.
- 3.36 The Customer shall fully indemnify and keep indemnified the Company against any losses, claims, fines, damage or expenses (including reasonable legal and professional expenses) (whether direct, indirect or consequential) arising as a result of or in connection with any breach of the clause 4.34 and/or any applicable Data Protection Legislation.

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- 3.37 All marketing communications in the UK are governed by the Committee of Advertising Practice (CAP Code) which is enforced by the Advertising Standards Authority. The general principles of this code are that the content of any marketing email should be legal, decent, honest and truthful, prepared with a sense of responsibility to consumers and society and in line with the principles of fair competition.
- 3.38 Certain specific sections of the code which are relevant to electronic marketing include:
- (a) marketers, publishers and owners of other media should ensure that marketing communications are designed and presented in such a way that it is clear that they are marketing communications. Unsolicited e marketing communications should be clearly identifiable as marketing communications without the need to open them;
 - (b) e marketing communications should contain the full name and a valid address (e.g. an email address) of the marketers to which recipients can send opt-out requests;
 - (c) before distributing or submitting a marketing communication for publication, marketers must hold documentary evidence to prove all claims, whether direct or implied, that are capable of objective substantiation. The adequacy of evidence will be judged on whether it supports both the detailed claims and the overall impression created by the marketing communication;
 - (d) marketing communications should contain nothing that is likely to cause serious or widespread offence. Particular care should be taken to avoid causing offence on the grounds of race, religion, sex, sexual orientation or disability. Compliance with the Code will be judged on the context, medium, audience, product and prevailing standards of decency; and
 - (e) e marketing communications should contain the full business name, registered office and Company registration number of the sender and must provide a valid mechanism for the recipients request to be unsubscribed.
- 3.39 The Customer agrees to follow the CAP Code in all marketing communications and that the reputation, goodwill and brand of the Company are fully preserved and protected and the Customer shall not:
- (a) use the Services in any way so as to bring the Services or the Company into disrepute; or
 - (b) use the Services to send unsolicited or unauthorised advertising, promotional material, 'junk mail', 'spam', 'chain letters or pyramid schemes, offensive adult services, pornographic material, pornographic images, communications promoting email address data lists or any other form of solicitation to any data subjects or third party; or
 - (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or materials transmitted by means of the Services;
 - (d) use the Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortuous, indecent, obscene, libellous, menacing or invasive of another person's privacy; or
 - (e) use the Services in a manner which infringes the Intellectual Property Rights or proprietary or personal rights of any third party, including data subjects.

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- 3.40 The Company monitors the content of emails created by the Customer and may at its discretion suspend the Services if it believes that the Customer is in breach of clause 3.38 above. The Customer agrees:
- (a) to comply, and to ensure that its use of the email Marketing Services complies, in all respects, with all applicable legislation, regulations, directions, codes of practice, best practice guides (including, without limitation, the DMA best practice guides, The Committee of Advertising Practice Code and the Spamhaus best practice guides) and other rules and guidelines, mandatory or otherwise, promulgated from time to time by governments, regulators and/or email user groups acknowledged both UK and worldwide (collectively, Codes);
 - (b) that where the Company is notified that a Customer is or has been in breach of any Codes, the Company shall be entitled to act on any request or recommendation for access to be barred to such email Marketing Services and for such periods in each case as are reasonable;
 - (c) to provide all reasonable assistance to the Company in connection with the Company's compliance with any requirements or conditions which are at any time imposed by law or any regulator or appropriate user group which are applicable to or affect the Services; and
 - (d) to provide, the Company, relevant authority, user group or regulator with such information or material relating to the Services or a future service as it may reasonably request in order to carry out any investigation in connection with the Services.
- 3.41 In the event of any breach of applicable legislation, regulations, directions, codes of practice, best practice guides and other rules and guidelines, the Company will review the circumstances leading to the breach and may in its absolute discretion (taking account of the Customer's track record of using the Services) either terminate the Contract or deactivate the Services, subject to the Customer providing documentary evidence that the breach was caused inadvertently and while acting in good faith and that appropriate steps have been taken to prevent any further reoccurrences.
- 3.42 The Company does not accept and shall have no responsibility or liability for the content of any electronic communications sent using the Services, or for sending them to the recipients in accordance with these Conditions and the Customer agrees to indemnify fully and keep indemnified the Company against any losses, claims, fines, damages and expenses (including reasonable legal and professional expenses) of whatsoever nature (whether direct, indirect or consequential) arising as a result of or in connection with any breach by the Customer of clause 3.50 above and/or any applicable legislation.
- 3.43 The e marketing services shall be provided for such minimum period and may only be terminated upon such notice period as may be stipulated by the Company, subject to earlier termination under clause 12.

Where the Company is to provide communications and campaign delivery services (copywriting) Services:

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- 3.44 The Parties shall agree a detailed specification with respect to any copywriting services to be undertaken by the Company. Any amendments proposed to the specification must be made in writing and delivered to the other Party. If any such proposed amendments will incur additional costs, charges or expenses, then these must be met by the Customer.
- 3.45 As and between the Company and the Customer, all copy created shall remain the property of the Company, unless otherwise agreed in writing by the Company.
- 3.46 The Company will not include anything in the copy which it considers to be immoral, offensive, obscene, illegal, potentially infringing or libelous. The Customer shall be solely responsible for arranging for legal clearance of the copy prior to making any use of the copy. Should it subsequently transpire that the copy is subject to any usage restrictions or limitations, the Customer shall permit the Company to remove and/or replace the offending copy without hindrance or liability to the Customer and any corresponding additional costs, charges or expenses shall be for the Customer's sole account. The Company shall in no way be held responsible for any such copy being included. The Customer shall fully indemnify and hold the Company harmless against any and all claims resulting from the Customer not having obtained all required legal clearances.
- 3.47 On completion of the project, the Company will require the final proof to be accepted by the Customer. The acceptance procedure shall be as follows:
- (a) when the Company considers the work to be completed, the Customer will receive notification email;
 - (b) the Customer will have 7 days from the notification to carry out an appraisal of the work and inform the Company of any changes required to correct any errors;
 - (c) the Company will carry out the agreed amendments within 14 days. The Customer will then have a further 7 days to appraise the changes to the work and inform the Company of any errors in the changes;
 - (d) after this period, the work is considered as accepted, full payment will become due and the Customer will be invoiced for the outstanding costs. Any additional amendments will be chargeable.
- 3.48 On the termination of the Contract, any copy delivered to the Customer but not yet fully paid for by the Customer shall be returned to the Company and the Customer shall not retain any duplicates of the copy.

Where the Company is to provide communications and campaign delivery services (website hosting) Services:

- 3.49 With respect to website hosting services, all quotations are based on the project being setup and designed to run on the Company's recommended hosting, whereby the Company shall have full access and the full ability to apply any relevant server updates and patches. Any request for any project to be installed and run on third party hosting not provided by the Company must be raised at the outset and shall be subject to the Company's written consent. All relevant server access would need to be provided by the Customer at the outset to confirm the feasibility of the request to use third party hosting not provided by the Company; this is because any changes to hosting will incur

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additional costs and will require additional testing. Furthermore, the proprietary code may not be transferable or suitable for transfer to the third party hosting service provider without first putting an appropriate written agreement or a suitable valid licence in place.

- 3.50 The Company will make available to the Customer hosting capacity on a shared or a dedicated server which meets the Customer's requirements in all material respects. Use of hosting resources by the Customer is subject to such use being reasonable; any excessive use (as determined by the Company) will be deemed to be in breach of these Conditions. The Company may determine that a Customer is using server resources to such an extent that the Customer risks jeopardizing server performance and resources for other customers. In any such instance, the Company reserves the right to suspend the Website immediately, or continue to host the Website but require the Customer to pay an additional fee.
- 3.51 The Company shall use all reasonable endeavours to respond to the Customer's notification of interruptions or other problems and to rectify any problems with reasonable diligence. The Company will not guarantee or be liable for any breaks in the continuity of the electricity supply or of the telecoms link to the server that is provided by a third party. If service is suspended or interrupted the Company shall use all reasonable endeavours to restore service with minimum delay, but the Company will not be liable for any lost, corrupted or destroyed data as a result of any suspension or interruption. The Company accepts no responsibility for server downtime or interruptions to service caused by circumstances beyond the Company's control.
- 3.52 The Customer undertakes that the Customer Website shall not be used directly or indirectly for any unlawful purpose. Unlawful purposes are deemed to include but are not limited to:
- (a) civil and criminal offences of copyright and trademark infringement;
 - (b) transmission or display or posting of indecent, obscene or pornographic material;
 - (c) commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990 or similar legislation in any country;
 - (d) any transmission or display or posting of any material which is defamatory, offensive, or is of an abusive or menacing character;
 - (e) use of the Customer Website in any manner which is a violation or infringement of the rights of any individual, firm or company within the United Kingdom and elsewhere which, for the avoidance of doubt shall include but not be limited to the use of any materials, photographs and/or images without obtaining the prior consent of any relevant third party;
 - (f) the use of the Customer Website for purposes generally deemed to be unacceptable, including spamming, hacking, phreaking, password cracking, pirated software, ROMS, emulators, or IP spoofing or providing "links" or "how to" information to such material.

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- 3.53 The Customer will indemnify the Company against all and any losses and costs that the Company may incur as a result of any breach of clause 3.52 above.
- 3.54 The Customer will ensure that that the Customer Website complies with the laws, regulations and requirements of any country from which it can be accessed. If the Company has reasonable grounds for believing that there has been or that there may be a breach of these Conditions, the Company reserves the right to monitor any and all communications passing through the server. If the Customer Website is used for any unlawful use the Company may suspend or terminate service immediately and at the same time as suspension or termination occurs, the Company shall notify the Customer. Where suspension or termination occurs, the Company reserves the right to delete all of the Customer's files (including web pages) without prior notice.
- 3.55 The Company will advise the Customer on selecting domain names and can act as the Customer's agent in registering these at the Company's stated rates, but cannot guarantee a certain name will be available. The Customer will be bound by the standard terms of the naming authority. The Company gives no warranty that any domain name will not infringe the Intellectual Property Rights of any third party. Renewals are the sole responsibility of the Customer and accordingly the Company accepts no responsibility if a domain fails to be re-registered. The Company reserves the right to levy a charge for any administrative work associated with subsequent hosting or domain name transfers into the Company's facilities. Where the Company acts as the Customer's registration agent, domain names will be registered by the Company and also registered to the Company's current address. Although the domain names are registered to the Company, the Customer is the legal owner of the domain and if the Customer requests to have details changed or the domain transferred elsewhere, the Company will do this within a reasonable time. All costs involved in detail changes and domain transfers shall be met by the Customer.
- 3.56 The Company accepts no responsibility for email server downtime or interruptions to service. Email accounts must not be used for "spam" emailing operations. The Company is not responsible for establishing or troubleshooting the Customer's Internet broadband facility, which provides the Customer's Internet connection and outgoing mail server. This is the responsibility of the Customer's own individual ISP which normally provides appropriate telephone support.
- 3.57 The Company may discontinue the website hosting services without liability to the Customer if the Company's authority to provide the website hosting services should cease or be suspended.
- 3.58 The website hosting services shall be provided for such minimum period and may only be terminated upon such notice period as may be stipulated by the Company, subject to earlier termination under clause 12.

Where the Company is to provide communications and campaign delivery services (photography and/or video production) Services:

- 3.59 Any changes or additions to the Services (including without limitation, any change to the format agreed for provision of any output material, or any additional days' shooting, will be charged at the Company's applicable rates).
- 3.60 Any indication given by the Company as to production timescales shall be deemed to be an estimate; whilst the Company will use reasonable efforts to meet any deadline notified to it by the Customer, the Company shall not be liable for any delay in performing the Services, even where such delay is caused by the Company's negligence.
- 3.61 The equipment used during production will be at the discretion of the senior member of the Company's organisation. In the unlikely event that the Company experiences equipment failure or difficulties, the Company will use reasonable efforts to procure suitable replacement equipment as soon as possible.
- 3.62 The Company reserves the right to change any production time or date to a more suitable time or date in the event that production is likely to be adversely affected by inclement weather conditions, since the welfare of the Company's equipment and personnel is paramount.
- 3.63 The Company reserves the right to remove, at the Customer's cost, any of the Company's personnel and/or equipment from a location if the Company reasonably deems the said location to be unsafe, or if said personnel are subjected to abusive or aggressive behaviour.
- 3.64 If the Customer cancels the production or any part thereof the charges payable to the Company for the production shall (to the extent that they have not already been paid) remain fully payable and shall become immediately payable by the Customer.
- 3.65 In the event of production being delayed, postponed or aborted due to the fault of the Customer or anything occasioned by the Customer, then the Customer shall be solely responsible for any resulting or associated costs, charges and expenses, together with the additional costs, charges and expenses of undertaking any work at a different time or undertaking any further work for the Customer. If production is permanently aborted pursuant to this clause 3.64, then all charges shall also become immediately payable, to the extent that they have not already been paid.
- 3.66 The Customer must give the Company at least 14 days written notice if the Customer wishes to change any production date; otherwise, the Customer will be solely liable for any costs, charges and expenses arising from having to change the agreed production date and from shooting on a different date.

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- 3.67 If production locations are to be organised by the Customer, it is the Customer's responsibility to ensure that the Company has clear and unencumbered access to all relevant parts of any location required to undertake the work, since any costs incurred due to the Company's access being obstructed shall be for the sole account of the Customer.
- 3.68 Copyright must first be obtained from the original copyright owner before any Input Material may be included in the production. Copyright in the Input Material must be explicitly transferred to the Company without charge. The Company reserves the right to use any and all Input Material included in the production (in full or in part) for promotional purposes.
- 3.69 The Company shall not be required by the Customer to produce anything which, in the Company's reasonable opinion, would constitute an infringement of any Intellectual Property Rights, or which is or may be of an illegal, scandalous, obscene or libellous nature.
- 3.70 The Company recommends that the Customer uses and enforces Waivers and/or Performers' Release Forms at all times. No liability will be accepted by the Company if the production must be re-edited due to a subject refusing permission to show their image in whatever form.
- 3.71 The Company reserves the right to withhold delivery and transfer of ownership of any Deliverables including any output materials if any charges payable to the Company have not been paid in full. Any grant of any license or transfer of copyright ownership agreed by the Company under these Conditions is expressly subject to the timely payment of all charges payable to the Company.

Where the Company is to provide communications and campaign delivery services (social media marketing) Services:

- 3.72 To the extent that it is agreed by the Company to form part of the Services, the Company will provide computer mediated technology and programming that facilitates the creation and sharing of information and other forms of expression via virtual social network communities and networks, including with respect to Facebook, Instagram, LinkedIn and others such social communities and networks as may be agreed by the Company (the "**Social Networks**") and (the "**Social Media Marketing Services**").
- 3.73 As agreed by the Company to form part of the Social Media Marketing Services, the Company may provide marketing automation services, which may be subject to and charged for by the Company on a results performance basis as agreed by the parties from time to time. The provision of marketing automation in respect of the Social Media Marketing Services shall at all times be conditional upon the Customer maintaining the necessary Customer own or 3rd party platforms and technical or communication interfaces.

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- 3.74 The Social Networks offer pay per click and paid advertising applications and services that may form part of the Social Media Marketing Services. The provision by the Company of the Social Marketing Services shall be subject to the continuing availability of the Social Networks and the terms for use and terms for business of the Social Networks.
- 3.75 The Company shall have no responsibility or liability for the storage or back up of the Customer's data and the Customer shall have full responsibility to make its own back-up of such data if required.
- 3.76 The Company will complete an initial set up of the campaign based around the social media accounts in the Customer's chosen package. Where required, designs which complement the website style and company branding will be produced for the Customer's approval. Once the initial set up has been approved by the Customer, social media accounts will be set up for each of the Customer's social media pages and login details will be sent to the Customer once the pages have been built and completed.
- 3.77 The Company will ensure that the Customer's content is optimised and syndicated to search engines. The Customer may supply blog content to the Company in a word document; the Company will optimise and upload the blog content, and additionally distribute the blog to social media and social bookmarking properties and portals. The Customer should also supply the Company with the latest news, new products, promotions and anything else that the Customer considers should be published. If the Customer is unable to provide the content on a timely regular basis, the Company can offer a paid copywriting service.
- 3.78 Google Analytics may need to be added to the Customer Website if not already set up and social media tracking will be added to the account to enable full tracking from the social media distribution. This is separately chargeable unless otherwise agreed.
- 3.79 The Customer must provide the Company with full FTP access to the Website. Removal of or restriction of access may relieve the Company of its obligations under the Contract; or, in the event that the Customer cannot or will not provide the Company with Full FTP access, the Company will provide the Customer with instructions on how to populate the Customer's conversion tracking on the Website.
- 3.80 The Company will set up social media account profiles as agreed at the start of the project. The Company will integrate the accounts into the Company Website, where necessary. Initially, the Company's main aim shall be to build and integrate the social media accounts into the Website. Subsequently, the Company will optimise and distribute the Customer's content to the relevant social media accounts depending upon the content the Customer sends to the Company.
- 3.81 Where the Company has expressly agreed in writing to provide such Services, the Company will supply the Customer with a monthly activity report, which will include any recommendations the Company believes will

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benefit the campaign and generation of traffic to the Customer Website. If the Customer wishes the Company to market new products and services, setting up this element of the campaign may attract an additional set-up fee.

- 3.82 From time to time, the Company may recommend changes to the Customer Website to improve the conversion rate, the bounce rate or the effectiveness of the campaign; the Company will always quote the Customer for any additional work and will only proceed with the Customer's approval.
- 3.83 The Social Media Marketing Services shall be provided for such minimum period and may only be terminated upon such notice period as may be stipulated by the Company, subject to earlier termination under clause 12.
- 3.84 The Customer must comply with the terms and conditions for use and terms for business of the Social Networks and Data Protection Legislation with respect to the Social Marketing Services.
- 3.85 The Customer shall fully indemnify and keep indemnified the Company against any losses, claims, fines, damage or expenses (including reasonable legal and professional expenses) (whether direct, indirect or consequential) arising as a result of or in connection with any breach of clause 4.83 above and/or any terms of the Social Networks and Data Protection Legislation.
- 3.86 All marketing communications in the UK are governed by the Committee of Advertising Practice (CAP) Code which is enforced by the Advertising Standards Authority. The general principles of this code are that the content of any marketing email should be legal, decent, honest and truthful, prepared with a sense of responsibility to consumers and society and in line with the principles of fair competition. Certain specific sections of the code which are relevant to Social Marketing Services marketing include:
- (a) marketers, publishers and owners of other media should ensure that marketing communications are designed and presented in such a way that it is clear that they are marketing communications. Unsolicited marketing communications should be clearly identifiable as marketing communications without the need to open them;
 - (b) before distributing or submitting a marketing communication for publication, marketers must hold documentary evidence to prove all claims, whether direct or implied, that are capable of objective substantiation. The adequacy of evidence will be judged on whether it supports both the detailed claims and the overall impression created by the marketing communication; and
 - (c) marketing communications should contain nothing that is likely to cause serious or widespread offence. Particular care should be taken to avoid causing offence on the grounds of race, religion, sex, sexual orientation or disability. Compliance with the Code will be judged on the context, medium, audience, product and prevailing standards of decency.
- 3.87 The Customer agrees to follow the CAP code in all marketing communications and that the reputation, goodwill and brand of the Company are fully preserved and protected and the Customer shall not:

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- (a) use the Social Marketing Services in any way so as to bring the Services or the Company into disrepute; or
- (b) use the Social Marketing Services to send unauthorised advertising, promotional material, offensive adult services, pornographic material, pornographic images or communications,
- (c) use the Social Marketing Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortuous, indecent, obscene, libellous, menacing or invasive of another person's privacy; or
- (d) use the Services in a manner which infringes the Intellectual Property Rights or proprietary or personal rights of any third party, including data subjects.

3.88 The Company may monitors the content of the Social Media Marketing Services undertaken by the Customer and may at its discretion suspend the Services if it believes that the Customer is in breach of its obligations in respect of the use of the Social Media Marketing Services. The Customer agrees:

- (a) to comply, and to ensure that its use of the Social Media Marketing Services complies, in all respects, with all applicable legislation, regulations, directions, codes of practice, best practice guides (including, without limitation, the DMA best practice guides, The Committee of Advertising Practice Code and the Spamhaus best practice guides) and other rules and guidelines, mandatory or otherwise, promulgated from time to time by governments, regulators and/or email user groups acknowledged both UK and worldwide (collectively, Codes);
- (b) that where the Company is notified that a Customer is or has been in breach of any Codes, the Company shall be entitled to act on any request or recommendation for access to be barred to such Social Marketing Services and for such periods in each case as are reasonable;
- (c) to provide all reasonable assistance to the Company in connection with the Company's compliance with any requirements or conditions which are at any time imposed by the Social Networks or by law or any regulator or appropriate user group which are applicable to or affect the Social Media Marketing Services; and
- (d) to provide, the Company, the Social Networks, relevant authority, user group or regulator with such information or material relating to the Social Marketing Services or a future service as it may reasonably request in order to carry out any investigation in connection with the Social Marketing Services.

3.89 In the event of any breach of the terms of the Social Networks, applicable legislation, regulations, directions, codes of practice, best practice guides and other rules and guidelines, the Company will review the circumstances leading to the breach and may in its absolute discretion (taking account of the Customer's track record of using the services) either terminate the Social Marketing Services or deactivate relevant aspects of the Services, subject to the Customer providing documentary evidence that the breach was caused inadvertently and while acting in good faith and that appropriate steps have been taken to prevent any further reoccurrences.

3.90 The Company does not accept and shall have no responsibility or liability for the content of any messages or communications sent using the Services, or for sending them to the recipients in and the Customer agrees to indemnify fully and keep indemnified the Company against any losses, claims, fines, damages and expenses

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(including reasonable legal and professional expenses) of whatsoever nature (whether direct, indirect or consequential) arising as a result of or in connection with any breach by the Customer of these terms relating to the provision of the Social Media Marketing Services.

3.91 The Social Media Marketing Services shall be provided for such minimum period and may only be terminated upon such notice period as may be stipulated by the Company, subject to earlier termination under clause 12.

Where the Company is to provide communications and campaign delivery services (direct mail) Services:

3.92 The Contract shall be for the mailing of direct marketing material. Where the Customer requires the Company to despatch material by instalments, each despatch shall be deemed to constitute a separate contract.

3.93 Any quotation is subject to sight of materials, their suitability and any artwork to be supplied to the Company by the Customer. The rates shown in any quotation from the Company are based on a uniform run of the quality of the material. Any variation in quality will entitle the Company to vary its prices to reflect the additional costs involved. The Contract price is exclusive of cost of carriage or post, the costs of storage/disposal of material and any other matters, all of which will be charged in addition. The Company may invoice for each despatch of material where the Customer requires despatch to be made by instalments. Where the Company incurs postage costs on the Customer's behalf, those costs will be invoiced separately. In the event of any variation of the Contract which is agreed to by the Company upon the Customer's request or if the Customer's instructions are incorrect or insufficient the Company shall be entitled to adjust the price of the Contract to reflect costs incurred and to adjust delivery or mailing dates as appropriate. No variation shall be binding on the Company unless confirmed by the Company in writing.

3.94 The Customer shall be responsible for ensuring that the materials supplied by it or on its behalf:

- (a) conform to specifications in the quotation and postal provider requirements;
- (b) are supplied as per schedule dates agreed;
- (c) are accompanied by a delivery advice note stating the quantity and description of the materials supplied;
- (d) are delivered on pallets, boxed, packed and supplied in such a way to withstand normal storage and handling;
- (e) are sufficient to enable the Company to deliver the correct quantity of any printing or reproductive work ordered allowing for normal wastage and spoilage.

3.95 The Company shall use its reasonable endeavours to provide the Customer with a reasonable estimate of the quantity of printing or reproductive work required.

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- 3.96 The Company shall count the number of pallets containing materials supplied by or on behalf of the Customer against any delivery note and will report any discrepancy to the Customer. The Company shall not however be responsible for any loss arising from any errors or omissions in the goods supplied. The Company shall not be required to check the contents of materials supplied by or on behalf of the Customer.
- 3.97 All materials supplied by or on behalf of the Customer are at the Customer's risk whilst on the Company's premises or in transit to or from their premises and the Customer is responsible for arranging adequate insurance cover for those materials unless otherwise agreed in writing by the Company. Any of the Customer's materials which remain in the Company's possession after 21 days from the completion of any order or which are delivered to the Company more than 21 days before the scheduled mailing date, will be subject to storage charges. The Company reserves the right to destroy or dispose of all excess materials at the Customer's cost not less than 14 days after written notice to that effect is given to the Customer.
- 3.98 The cost of collection and delivery of the Customer's goods or materials is not included within the quotation and where this is carried out by the Company for the Customer it will be charged for as an extra.
- 3.99 The specified time for the mailing of material by the Company, which shall not be of the essence unless otherwise confirmed in writing by the parties, shall be subject to receipt by the Company of all information and materials to enable it to proceed with the Contract and to comply with any applicable governmental or other consent. The Company shall be entitled to charge for standing time if delivery of materials is delayed for any reason outside the reasonable control of the Company and which causes the Company to incur additional costs either by way of storage costs, disposal costs or labour costs.
- 3.100 It is the obligation of the Customer to insure against loss of material whether lost during despatch to the Company, while in the Company's custody or after despatch by the Company to Royal Mail or any other third party. The Company accepts no responsibility whatsoever for the loss, theft or destruction of material supplied by the Customer, risk in which remains at all times with the Customer.
- 3.101 Where the mailing is to be undertaken through the Company's own postal account, the cost of postage shall be paid by telegraphic transfer not later than 48 hours before the mailing begins. If the cost of postage is not paid within the specified time limit the Company shall have the right to withhold the mailing. Where the cost of postage is less than the amount paid by telegraphic transfer the Company shall either refund any sums remaining to the Customer or shall provide a credit for the Customer for the next mailing orders through the Company's account.
- 3.102 The Customer shall:
- (a) provide the Company with a true copy of all advertising material or other material intended to be enclosed with any material prepared by the Company;

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- (b) ensure that all information or material provided by it complies with all applicable statutory requirements (including the Data Protection Act 1998) and with the Codes of Practice of the appropriate supervisory bodies, including The Advertising Association's Code of Practice on Data Protection; The British Code of Advertising, Sales Promotion and Direct Marketing; and The Committee of Advertising Practice Codes of Practice.

- 3.103 The Customer shall indemnify the Company against all costs, claims, liabilities, penalties and expenses which the Company may incur by reason:
- (a) of the Customer's work being illegal, unlawful, or infringing any Intellectual Property Rights of any third party or which is defamatory, obscene or the distribution of which may infringe postal or other regulations or which is in breach of any trade description or other legislation; or
 - (b) of any computer virus contained in any computer data supplied by the Customer.
- 3.104 The Company shall have the right upon request from the body administering the Quality Standard for Mail Production or any successor accreditation scheme, to supply that body with samples of any mailings relating to the Contract.
- 3.105 The direct mail services shall be provided for such minimum period and may only be terminated upon such notice period as may be stipulated by the Company, subject to earlier termination under clause 12.

Where the Company is to provide new Services on the terms of the RGML Website

- 3.105 The Customer may request new services on the terms set out on the RGML Websites by such methods as the Company may make available or notify to the Customer from time to time. The Company shall be entitled to accept or reject such a request for Services. If and once an order is accepted by the Company, the new order, including any Services under it, shall form a separate Contract between the Customer and the Company and such Contract shall be subject to the same terms as those set out in the Conditions (including for the avoidance of doubt, the terms of the RGML Website applicable to the new services as well as any applicable service schedule(s) and to the express exclusion of any alternative terms appearing on or referred to in any other communication (whether oral, in writing or by electronic means) by the Customer.

4. PRICE:

- 4.1 Prices for the Services, howsoever given, are based on conditions ruling on the date of their giving and are subject to change. The Company may maintain price lists in respect of the Services. Nonetheless, the effective price for the Services shall be the price confirmed by the Company in its written notification of acceptance of the Customer's order pursuant to clause 2.3. Where appropriate, the Services will be charged at the Company's then-current hourly rates.

- 4.2 The Company reserves the right, by giving notice to the Customer at any time before provision of the Services, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, any increase in the costs of labour, materials or other costs of production), any change in delivery dates, quantities or specifications for the Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate, accurate or complete information or instructions.
- 4.3 Unless otherwise stated, the price quoted will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of commencement of performance of the Services.
- 4.4 The price of the Services excludes any disbursements incurred (including but not limited to travel, photography, copywriting, stock imagery, courier and other reasonable costs, charges and expenses) which will be separately charged to the Customer.
- 4.5 The Company shall not be liable to the Customer if for any reason the Company shall have failed to provide the Services in full, provided that the Company shall have used its reasonable endeavours to rectify any such failure and the Customer shall remain liable to pay all of the charges for the Services to the Company notwithstanding any such failure.
- 4.6 Any waiver or reduction of any price will only be applicable if agreed by the Company in writing.

5. PERFORMANCE:

- 5.1 Whilst the Company will endeavour to provide the Services in accordance with the Customer's requirements, the Company will not be liable for any consequences of any undue delay in the provision of the Services, howsoever caused.
- 5.2 Unless otherwise agreed in writing by the Company, the performance of the Services shall take place at the Company's place of business.
- 5.3 The Company may perform the Services in separate tranches. Each separate tranche shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.4 Each tranche shall be a separate contract.

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- 5.5 No cancellation or termination of any one contract relating to a tranche shall entitle the Customer to repudiate or cancel any other contract or tranche.
- 5.6 The Customer shall not, without the prior written consent of the Company, whether acting on the Customer's own account, on behalf of, or with any other person (including any person which the Customer directs to act on its behalf), at any time from the date of first provision of the Services to the expiry of 6 months after the last date of supply of the Services, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 5.7 Any consent given by the Company in accordance with clause 5.6 shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.
- 5.8 Certain Services, including those indicated in clause 3 as being subject to a minimum period, are subject to a minimum period or minimum payment. If the Company notifies the Customer that any Services (other than those identified in clause 3) are subject to a minimum period or minimum payment, then those Services shall be provided for such minimum period and/or such minimum payment and may only be terminated upon such notice period or following such minimum payment as may be stipulated by the Company, subject to earlier termination under clause 12.

6. CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION:

Confidential Information.

- 6.1 The Customer and the Company agree that in the course of the Company providing the Services to the Customer, the Parties may disclose to each other certain Confidential Information. The Company's Confidential Information is proprietary to the Company. The Customer and the Company agree that each Party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either Party has a duty (whether legal or otherwise) to communicate by law or that is in the public domain or in the case of the Customer's Confidential Information is already in the Company's possession through no fault of the Company. Neither Party shall use any Confidential Information for any purpose other than the discharge of its respective obligations under the Contract. The Customer shall not make use of the Company's Confidential Information for any purpose, other than for the purpose of receiving the Services under this Contract.

Intellectual Property Rights.

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- 6.2 All intellectual property rights in the Deliverables including any software, equipment or associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the software, equipment or associated documents as appropriate, which owner shall be entitled to enforce the terms of the Contract relating to the Customer's use of that Deliverable including any software, equipment or associated documents and all parts thereof, directly against the Customer.
- 6.3 Unless otherwise specified in the Contract, all intellectual property developed in the provision of any Services will vest in the Company or its licensors. The Company may use know-how acquired, principles learned or developed or experience gained during the performance of any Services, to perform work for other customers.
- 6.4 All information or materials exchanged between the Company and the Customer in connection with the Services, together with the copyright therein, will remain the property of the Company, its suppliers or the Customer as applicable and will be returned to the owning party on termination of the Contract, if requested by such party.
- 6.5 The Company grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any software and the equipment provided by the Company or its suppliers solely in the United Kingdom in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any software (or any part of the software), unless expressly permitted to do so by the Company or by relevant law. This licence will terminate on the termination of the Contract (or any relevant part of the Services).
- 6.6 The Company grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of the Contract (in whole or in relation to a particular Service(s)) to use any information or materials provided by the Company to the Customer under the Contract to the extent necessary for the Customer to receive the benefit of the Service(s). The Customer must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by the Company or relevant law.
- 6.7 In the event that the Customer is subject to a claim by a third party in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its normal use or possession of the Services including any equipment, software, information or materials provided by the Company then the Company will indemnify the Customer in relation to sums awarded or paid in settlement for such claim provided that the Customer promptly notifies the Company of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows the Company or its licensor to conduct all negotiations and proceedings (providing the Company or its licensor with all reasonable assistance) and allows the Company at the Company's own discretion and expense to modify or replace the equipment, software, information or materials so as to avoid any continuing infringement. This indemnity does not apply to any such infringements caused by the Customer's own breach of the terms of the

Contract or the operation or use of the equipment, software, information or materials in conjunction with other equipment and software or Services not supplied by the Company pursuant to the contract in which event the Customer shall indemnify the Company in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.

6.8 The Customer recognises that the Services may be dependent upon end-user licensed software (e.g. click-through licences) and if the Customer does not accept the licence terms relating to any end user licensed software, the Company shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of end user licensed software. Where the Customer accepts the terms of a licence in respect of any end user licensed software, then those licence terms shall take precedence over any terms within the Contract relating to end user licensed software and shall exclusively comprise the Customer's sole rights and remedies in respect of such end user licensed software.

6.9 The Customer recognises that the Services may be dependent upon any software, the licence terms of which are governed by a separate agreement with the licensor of such software, typically by means of a "click wrap" or "shrink wrap" licence agreement ("End-User Licensed Software") and if the Customer does not accept the licence terms relating to any End User Licensed Software, the Company shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End-User Licensed Software. Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within the Contract relating to End- User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software. The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any End User Licensed Software or materials as agreed between the relevant Third Party and The Company.

6.10 Other than in respect of End-User Licensed Software, the Customer acknowledges the Company's ownership of any and all Intellectual Property Rights in any Deliverables, any output materials and in any Services provided to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. The Customer agrees that it shall and shall procure that its employees, agents and sub-contractors shall, at all times, comply with the Data Protection Legislation and warrants to the Company that all personal data provided to the Company is properly and lawfully held and provided by the Customer.

Data Protection

6.11 The Customer consents to the processing of personal data supplied by the Customer and/or held by the Company for the purpose of the Services and the performing the Company's duties under the Contract and warrants that it has obtained the necessary consents from all individual data subjects for the processing of personal data in accordance with the Company's obligations under the Contract. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. The parties acknowledge that for the purposes

of the Data Protection Legislation, the Customer is the data controller and the Company is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The parties shall sets out for the Services the scope, nature and purpose of processing by the Company of any personal data, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.

6.12 Without prejudice to the generality of clause 6.10, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of the Services.

6.13 Without prejudice to the generality of clause 6.10, the Company shall, in relation to any Personal Data processed in connection with the performance of the Service:

(a) process that Personal Data only on the written instructions of the Customer unless the Company is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (**Applicable Laws**). Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by applicable laws unless those applicable laws prohibit the Company from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or the Company has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) the Company complies

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with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a Personal Data breach;

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 6.12.

6.14 The Customer consents to the Company from time to time appointing third-party processors of Personal Data for the purpose of the Services. The Company confirms that it will enter with such third-party processors into written agreements on substantially similar terms to those set out in clauses 6.10 – 6.15. As between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

6.15 The Customer shall indemnify and hold the Company harmless against all actions, claims, proceedings, losses, damages, demands, liabilities, costs (including legal and other professional costs) and expenses arising out of or in connection with any breach by it of clause 6.10- 6.12 or clause 6.15 and/or the Data Protection Legislation.

6.16 The Customer shall not: **(a)** except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted by the Company **(i)** attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software and/or documentation (as applicable) forming part of the Services in any form or media or by any means; or **(ii)** attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software forming part of the Services; or **(b)** access all or any part of the Services in order to build a product or service which competes with the Services provided by the Company ; or **(c)** use the Services to provide similar services to third parties; or license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party, or attempt to obtain, or assist third parties in obtaining, access to the Services, other than as permitted by the Company.

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7. PAYMENT & CANCELLATION CHARGES:

- 7.1 Subject only to any special terms agreed in writing between the Company and the Customer, the Company shall be entitled to invoice the Customer for the price of the Services on or at any time after acceptance of the Customer's order.
- 7.2 Subject to any particular payment requirements for any of the Services detailed in clause 3, provided that the Customer has produced references which in the Company's opinion are satisfactory, then settlement terms will be net 30 days from the invoice date. In all other cases payments shall be made in advance upon submission by the Company of a pro-forma invoice.
- 7.3 The time of payment of the price shall be of the essence of the Contract. All payments shall be made without any deduction, withholding or set-off.
- 7.4 Failure by the Customer to pay any invoice by its due date shall entitle the Company to:
- (a) at its option, to charge interest at the rate of five percent (5%) per annum above Lloyds TSB Bank plc's base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);
 - (b) charge the Customer with any costs incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer;
 - (c) suspend any warranty for the Services or any other Services supplied by the Company to the Customer, whether or not they have been paid for;
 - (d) appropriate any payment made by the Customer to such of the Services as the Company may think fit;
 - (e) set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever;
 - (f) terminate the Contract, or suspend or cancel any future performance of Services; and
 - (g) cancel any discount (if any) offered to the Customer.
- 7.5 The Customer may request the cancellation of Services. Cancellation of the Services shall be at the sole discretion of the Company. Where the Company does agree for the cancellation of Services, then the Company may apply reasonable cancellation charges. At the request of the Customer the Company shall provide details of its cancellation charges, which charges are subject to regular review.
- 7.6 For Sales Events, as at 01 January 2026, the Company's cancellation charges are at the Company's discretion and as may be determined on the following basis:

More than 6 weeks-notice of cancellation – the Company may waive 100% of the charges for the Services;
 Between 4-6 weeks-notice – at a minimum, 25% of the charges for the Services will be applied;
 Between 2-4 weeks-notice – at a minimum, 50% of the charges for the Services will be applied;

Between 0-2 weeks- notice – at a minimum, 75% of the charges for the Services will be applied; and
 Less than 2 weeks-notice – 100% of the of the charges for the Services will be applied.

For other Services the Customer should refer to the Company’s quotation or acceptance of order documents, including any service and pricing schedules provided or the RGML Website for details of applicable Cancellation charges,

- 7.7 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.8 The Company reserves the right to set a credit limit on the charges that can be accrued by the Customer and the Company can review any such credit limit at any time. The Company may require from the Customer a deposit as security for payment of charges.
- 7.9 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 7.10 If the Parties agree that payments to the Company are to be made by credit card and if payments of such payments are not made on the due date, the Company is authorised to debit the Customer’s nominated credit card company with all payments due and payable to the Company.
- 7.11 An Affiliate may bill the Customer for some or all of the charges acting as the billing and collections agent (the "Billing Agent"). Any invoice for Services from a Billing Agent must be settled on and in accordance with the terms of the Contract. The Billing Agent shall have authority to recover any outstanding charges in respect of such Services and the Customer agrees to deal directly and exclusively with the Billing Agent in respect of the same

8. FORCE MAJEURE:

The Company reserves the right to defer the date of provision of the Services, or to cancel the Contract or reduce the volume of the Services ordered by the Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to circumstances beyond the reasonable control of the Company including, without limitation, Acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers, or any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.

9. WARRANTY:

- 9.1 The Company warrants (subject to the other provisions of these Conditions) that the Services will be performed with reasonable skill and care.

- 9.2 The Company's liability pursuant to clause 9.1 shall be limited to re-performing those Services found not to have been performed with reasonable skill and care and notified to the Company within the period set forth in clause 9.3.
- 9.3 Any deficiency in the performance of the Services shall be notified to the Company within 14 days of completion of the performance of the Services; otherwise, the Services shall be deemed to be satisfactory and a charge will be made for additional rectification work.
- 9.4 The Company shall not be liable for any breach of any warranty in clause 9.1, if:
- (a) the deficiency arises from any Input Material, instructions, specification or design supplied by the Customer, or from any other cause which is not due to the neglect or default of the Company;
 - (b) the full price for the Services has not been paid by the time for payment stipulated in clause 7.2; or
 - (c) the deficiency is of a type specifically excluded by the Company by notice in writing.
- 9.5 If upon investigation, the Company reasonably determines that any deficiency in the Services is a result of, or is excused by, any of the matters referred to in clause 9.4, the Customer shall be liable for all costs reasonably incurred by the Company in investigating the same and determining the cause.

10. EXCLUSION OF LIABILITY AND INDEMNITY:

- 10.1 This clause 10 of these General Conditions sets out the Parties' entire liability (including any liability for the acts and omissions of its Affiliates, employees, agents or sub-contractors) to the other Party and whether in tort, contract or otherwise, arising out of or in connection with the performance or contemplated performance or non-performance of the Contract.
- 10.2 Subject to clauses 10.4 and 10.5 of these General Conditions, neither party shall be liable to the other in respect of any matter arising out of or in connection with the Contract in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill, business interruption, from wasted expenditure or any loss or corruption of data, or for any indirect or consequential loss or damage whatsoever.
- 10.3 Subject to clauses 10.2, 10.4 and 10.5 of these General Conditions, the Company's aggregate liability of any sort resulting from breach of contract or negligence, under any indemnity or otherwise arising in connection with this Agreement (whether to the Customer, any Customer Affiliate, users or otherwise) shall be limited in respect of all claims arising in a Year ("Relevant Year") to the greater of:
- (a) the sum of £10,000; or
 - (b) an amount equal to the Annual Agreement Value,

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where the “Annual Agreement Value” means the total payments made or payable by the Customer in the Year prior to the Relevant Year (or where a claim arises during the first Year of this Agreement, the payments made or payable up to the date on which the Customer’s right to take action in respect of the claim arose and subject always to the Company’s aggregate liability for claims in the first Year being no greater than the total payments made or payable by the Customer in the first Year); and “Year” means the first, and each subsequent, consecutive period of 12 months of the date of Contract.

10.4 Nothing in the Contract shall exclude or restrict the liability of either party for:

- (a) death or personal injury resulting from that Party’s negligence;
- (b) any and all damage to any equipment belonging to the Company caused by the Customer;
- (c) breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979; or
- (d) fraud or fraudulent misrepresentation.

10.5 Nothing in this Agreement shall exclude or restrict the liability of either Party in respect of any liability which cannot be excluded or restricted by law.

10.6 Nothing in this clause 10 shall apply to the making of payments.

10.7 Subject to clauses 10.4 and 10.5, the express terms of the Contract are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

10.8 The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the Contract. The Company would not be able to provide the Services on an economic basis without such limitations.

11. CHANGES:

The Company reserves the right without prior approval from or notice to the Customer to make any changes in the specification of the Services which are required to conform to any applicable statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Services.

12. TERMINATION:

12.1 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Contract without liability to the other immediately on giving notice to the other if:

- (a) the other Party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

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- (b) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that Party being notified in writing of the breach; or
- (c) the other Party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract
- (d) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (e) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

12.2 A Party may terminate the Contract by providing 30 days' notice in writing in the event that bankruptcy or insolvency proceedings are brought against the other Party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other Party's assets, or the other Party goes into liquidation

12.3 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of any Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt; and
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13. GENERAL

13.1 Without prejudice to the obligations which apply to Services which consist of direct mail services, the risk in any equipment, goods or materials supplied by the Company to the Customer ("**Company Materials**") shall pass to the Customer on completion of delivery. Title to the Company Materials shall not pass to the Customer until the Company receives payment in full for the Services in respect of which the Company Materials were supplied. Until title to Company Materials has passed to the Customer, the Customer shall: store the Company Materials separately so that they remain readily identifiable as the Company's property; maintain the Company Materials in satisfactory condition, keep them insured against all risks, and in case any Company Materials are damaged or missing and require replacement in order for the Company to be able to provide the Services, then the Customer shall be responsible for the Company's charges in replacing them. For any palletized deliveries of Company Materials supplied in relation to Sales Events, these must be transported and stored by the Customer as per guides supplied. Failure by the Customer to comply with these guides may result in the Company applying a re-stocking charge to the Customer as per the Company restocking price list, determined by the Company from time to time. As at 30 June 2022, the Company restocking charges in respect of Company Materials for Sales Events are GBP 190/EUR€ 225.

13.2 No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions.

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- 13.3 Any notice required or permitted to be given by either Party to the other under these Conditions shall be in writing addressed to that other Party at its registered office or principal place of business.
- 13.4 Neither the Company nor the Customer intends 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.
- 13.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 13.6 The Company shall be entitled at its discretion to perform any or all of its obligations under the Contract by using an Affiliate or subcontractors.
- 13.7 The Customer shall not assign or transfer the Contract to any 3rd party, provided that the Customer may assign or transfer this agreement to a Customer Affiliate with the prior written consent of the Company (such consent not to be unreasonably withheld or delayed). The Company may assign or transfer the Contract (or any part thereof) to any Company Affiliate and may subcontract the performance of all or part of the same, provided that the Company shall remain liable for the acts and omissions of its subcontractors.
- 13.8 The Contract constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the Parties.
- 13.8 These Conditions and any Contract shall be subject to and construed under English Law and the Parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.