

**STANDARD TERMS AND CONDITIONS OF PURCHASE OF GOODS & SERVICES
(FOR USE WITH SUPPLIERS) (version: January 2014)**

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Agreement" means these written terms and conditions and the attached letter (if any), together with all Orders;

"Buyer" means **ARKEN POP INTERNATIONAL LTD** a company registered in England and Wales with company number 1381015, whose registered office is at 30 Park Street, London SE1 9EQ.

"Expense(s)" means the expenses (including production costs) that are incurred by the Supplier in supplying the Products and/or Services hereunder and which the Buyer has agreed to reimburse in accordance with the relevant Order;

"Fees" means the fees payable to the Supplier for the supply of Products and/or Services hereunder, as specified in the relevant Order;

"Intellectual Property Rights" means all intellectual property rights and interests including, without limitation, rights in and in relation to any copyright, design right, registered design right, patent, trade mark, trade and business names (including all goodwill associated with any such name), moral rights, performance rights, database rights, domain names, topography rights or any similar right exercisable in any part of the world, including the benefit of any applications to register and registrations of any of the foregoing items and all rights in the nature of any of the foregoing items for their full term (including any extensions or renewals thereof) wherever in the world enforceable;

"Losses" means all demands, claims, proceedings, liabilities, losses interest, penalties, damages, costs, expenses, and charges whatsoever (whether founded in contract, tort or otherwise), including, without limitation, all reasonable legal and other reasonable professional costs and expenses incurred as a result of defending or settling any such claims;

"Order" means a written purchase order issued by the Buyer from time to time pursuant to this Agreement, setting out the services and/or products to be provided by the Supplier in relation to specific projects, together with other terms applicable to the relevant projects;

"Products" means the products (if any) to be provided by the Supplier as set out in any Order, including any product(s) of the Services;

"Services" means the services (if any) to be provided by the Supplier as set out in any Order; and

"Supplier" means the person or organisation supplying Products and/or Services to the Buyer as specified in the applicable Order.

2 AGREEMENT

2.1 The Buyer's Order constitutes an offer by the Buyer to purchase the Products and/or Services specified on the Order. No binding contract shall be formed until the Supplier has indicated its acceptance of the Order, either expressly by issuing a written notice of acceptance to the Buyer, or impliedly by starting to supply the Products and/or Services ordered. The Supplier acknowledges that the quotation of Fees and Expenses by the Supplier in its acceptance of an Order will remain firm and open for acceptance for 90 days from the date they were first proposed.

2.2 By accepting the Buyer's Order for Products and/or Services, the Supplier shall be deemed to have accepted the terms and conditions of this Agreement, which shall govern the purchase of the Products and Services to the exclusion of any other terms and conditions (including, without limitation, any terms and conditions of the Supplier) except those stated in any Order.

2.3 Unless expressly stated otherwise, in the event of any conflict between the terms of this Agreement and the terms of any Order, these terms and conditions shall take precedence over the terms of any Order.

3 SUPPLY OF GOODS AND SERVICES

3.1 The Supplier shall provide the Products and Services to the Buyer in accordance with the terms and conditions of this Agreement and all applicable Orders.

3.2 The Supplier shall apply such time, attention, resources, trained personnel and skill as may be necessary or appropriate for the supply of the Products and Services to a high standard. The Supplier may only delegate work to be performed as part of the Services or source Products required to be supplied to the Buyer under an Order, to a third party subcontractor, with the prior written approval of the Buyer. The Buyer shall also have a right of prior written approval as to the identity of any subcontractors to be appointed by the Supplier in accordance with this Clause 3.2. The Supplier shall remain liable for all acts and omissions of any subcontractor engaged under this Clause 3.2 as if the Supplier had itself committed such acts or omissions.

3.3 The Buyer may require any variations and/or additions to the Products and/or Services, subject to the parties agreeing an appropriate adjustment to the Fees (such agreement not to be unreasonably withheld, delayed or conditioned). The Buyer shall not be responsible for any costs incurred by the Supplier in relation to any such variation, save for previously incurred, non-refundable, reasonable third party costs previously approved by the Buyer, provided that the Supplier shall promptly take all steps to mitigate such costs and provides to the Buyer reasonable written evidence and any applicable third party terms and conditions demonstrating such costs are not recoverable.

3.4 The Supplier shall deliver the Products to the Buyer or such other party as the buyer may nominate from time to time, at the Supplier's risk and cost, by the date(s) and to the delivery address(es) specified in the relevant Order in the manner set out below on working days only (Monday - Friday) between 8:00 am and 5:00 pm:

3.4.1 properly packed so as to reach their destination in good condition preferably with cartons unless large product size prevents this in which case bubble wrap shall be utilised;

3.4.2 packed and restrained so as to allow the Products to be unloaded by a forklift truck;

3.4.3 with Products placed in board of the pallet to prevent any transit damage;

3.4.4 on standard 4 way, open boarded deck size 1m x 1.2 m or on Euro pallet size 1.2m x 0.8m unless not possible due to size of Product;

3.4.5 unless otherwise agreed, weight of each pallet not to exceed 1.5 tonnes; and

3.4.6 all cartons and pallets to be labelled with the following information: (i) Order number, (ii) part number; (iii) quantity; (iv) date and (v) brief description.

3.5 Unless otherwise agreed, the Buyer shall not be required to return any packaging to the Supplier.

3.6 Risk and (subject to the Buyer's right to reject the Products pursuant to Clause 6.4) title in the Products shall pass to the Buyer upon delivery. If the Buyer rejects any Products for failure to conform to the warranty pursuant to Clause 6.4, risk in the rejected Products shall revert to the Supplier.

3.7 The Supplier shall perform all Services within the timescales specified by the Buyer in the Order. Time shall be of the essence with respect to the delivery of Products and the supply of Services. Without prejudice to the Buyer's other rights and remedies, the Buyer has the right to refuse Products or Services offered before or after the due date specified. If the Buyer decides at its sole discretion to accept Products or Services delivered before or after the applicable due date, the Buyer may deduct from the Fees an amount to reflect the cost and loss suffered by the Buyer arising from the early or late supply.

3.8 If requested by the Buyer, representatives of the Supplier will attend progress and review meetings with the Buyer and, if appropriate, the Buyer's clients or group companies for whom the Products and/or Services are being supplied, to review the status and progress of the Services, discuss developments, consider proposals, agree actions and seek to resolve any issues arising.

3.9 The Buyer may inspect any production processes of the Supplier and any materials used in those processes during any stage of manufacture and to attend any pre-despatch tests, save that any such inspection, testing or attendance shall not be construed as acceptance of any Products. The Supplier undertakes to allow the Buyer, its servants and agents access to its premises for this purpose and to give reasonable notice to the Buyer of any pre-despatch tests.

3.10 The Supplier will consult with the Buyer and agree in advance all data capture wording and opt-out/opt-in tick boxes (and equivalent mechanisms) to be used in connection with the processing of any personal data (as defined in the Data Protection Act 1988 ("DPA")) that is required in relation to the Products or Services. In the event that the Supplier is to supply the Buyer with any personal data it has collected relating to this Agreement or in accordance with any Order, it shall ensure that the mechanism used to capture such personal data enables it to transfer it to the Buyer and/or such nominated third parties as the Buyer requires from time to time. The Supplier shall keep detailed records of which data subjects (as defined in the DPA) have opted in or out of the use of their data in certain ways in accordance with the Supplier's instructions from time to time. The Supplier will not, without the consent of the relevant data subject and the Buyer, supply any personal data to any country outside the European Union, including for the purposes of data processing. The Supplier will inform the Buyer as soon as reasonably practicable (but no later than within 24 hours) of any data subject who informs the Supplier that they do not wish to be contacted by either the Buyer or the Supplier and/or of any data subject who has made a subject access request which relates, or may relate, to information held by either party. The Supplier will provide the Buyer with all reasonable assistance in connection with any investigation, complaint or enquiry from the UK Information Commissioner or any other regulatory body or authority relating to personal data processed under this Agreement in relation to any Product and/or the Services.

3.11 The Supplier undertakes and represents that it is not currently supplying to any third party, any products or services which are the same or similar to the Services or Products on terms (including, without limitation, terms relating to charges, warranties and performance standards) which are more favourable than those applicable under this Agreement. If during the term of this Agreement, the Supplier does supply any third party with products or services the same or similar to the Services or Products on terms (including, without limitation, terms relating to charges and performance standards) more favourable than those applicable under this Agreement, the Supplier shall immediately offer to provide the Services and/or Products concerned on at least equivalent favourable terms to the Buyer.

4 PAYMENT

4.1 Unless otherwise agreed and stated in the applicable Order, all Fees shall be quoted, invoiced and paid in pounds sterling. The Supplier may only invoice the Buyer for its Fees and Expenses in the amount(s) and on the date(s) set out in the applicable Order by providing the Buyer with a valid VAT invoice. Each invoice shall include the order number given by the Buyer in the applicable Order or otherwise. Invoices may not refer to more than one Order and the line detail shall match that of the relevant Order. Invoices must be received by the Buyer promptly and in any event within 3 months of delivery of Products and / or Services. The Buyer shall not be obliged to pay any invoice that is not provided in accordance with this Clause 4.

4.2 Unless otherwise agreed in writing, **the Supplier's invoices shall be payable within 60 days** from the end of the month of delivery.

4.3 If the Supplier has provided the Buyer with a quote, estimate or budget for any element of the Products and/or Services to be supplied by it, and later has reason to believe that its Fees and/or Expenses will or may

- exceed such quote, estimate or budget, the Supplier shall immediately advise the Buyer, and the Buyer shall not be obliged to pay the Supplier any excess above such quote, estimate or budget originally provided which is not approved by the Buyer in advance in writing.
- 4.4 In respect of: (a) all Expenses; and (b) all Fees for Services which are payable on a time-spent basis: all invoices shall be accompanied by adequate records and supporting documentation in relation to the relevant Expense or (as the case may be) the time spent by the Supplier's personnel and subcontractors in performing the Services. Unless expressly stated otherwise in the applicable Order, no Fees or Expenses shall be payable on a time and materials basis and no other fees or charges shall be payable where not set out in such Order, unless the Buyer's prior written consent to such fees and charges has been obtained. No mark-ups will be payable in respect of Expenses.
- 4.5 The Buyer shall be entitled to any discount for prompt payment, bulk or volume of purchase received by the Supplier for work covered by Orders, and the Supplier will promptly disclose details of such discounts together with any other rebates, benefits or commissions received from third parties in respect of such work which the Buyer shall also be entitled to the benefit of.
- 4.6 All sums referred to in this Agreement are exclusive of value added tax and any other duty or tax, which shall (if and to the extent applicable) be itemised separately on the Supplier's invoices and be payable by the Buyer.
- 4.7 The Supplier shall be entitled to charge interest on any overdue amount at the annual rate of 2% above the base lending rate for the time being of Barclays Bank plc, which interest shall accrue on a daily basis from the date payment becomes due until the date that the Supplier has received payment of the overdue amount together with all accrued interest.

5 CONFIDENTIALITY AND THE BUYER'S PROPERTY

- 5.1 In the course of supplying the Products and/or Services hereunder, the Supplier may receive or otherwise become aware of confidential information relating to the Buyer, its group companies and/or their clients, including, without limitation, relating to their business plans, strategies or financial information ("**Confidential Information**"). For the avoidance of doubt, all specifications, plans drawings, designs and technical data that is provided by the Buyer to the Supplier shall constitute the Buyer's Confidential Information and remain the property of the Buyer. The Supplier shall keep the terms of this Agreement and all Confidential Information confidential at all times and shall not disclose it (in whole or in any part) unless strictly necessary for the Supplier's performance of its obligations under this Agreement. In the event of any disclosure of Confidential Information to third parties under this Clause 5.1, the Supplier will procure that all employees, subcontractors and third parties provided with such Confidential Information shall enter into written confidentiality obligations with the Supplier which are similar to the Supplier's obligations of confidence to the Buyer under this Clause 5.
- 5.2 Confidential Information shall exclude information which:
- 5.2.1 at the time of receipt by the Supplier is in the public domain;
- 5.2.2 subsequently comes into the public domain through no fault of the Supplier, its officers, employees, subcontractors or agents; and/or
- 5.2.3 is lawfully received by the Supplier from a third party on an unrestricted basis.
- 5.3 The Supplier shall not be in breach of this Clause 5 if it discloses Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the Buyer is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 5.4 Upon a written request from the Buyer or the termination of this Agreement for any reason, the Supplier shall immediately return any and all Confidential Information to the Buyer then in the Supplier's possession or control and will not retain any copies of the same.
- 5.5 All materials supplied to the Supplier by the Buyer on a free-issue basis as well as all patterns, dies, moulds, other tooling and materials supplied by the Buyer or prepared or obtained by the Supplier for and at the Buyer's costs shall be and remain the Buyer's property (together referred to as "Buyer's Property"). The Seller shall maintain all Buyer's Property in good order and condition and shall on completion of delivery of the Products or Services (for the purpose of which the Buyer's Property is held by the Supplier) or on the written request from the Buyer immediately return it to the Buyer in accordance with the Buyer's instructions and at the Supplier's cost. If the Supplier fails to return the same or any of the returned Buyer's Property is not in good order and condition, the Buyer may withhold payment due as may be required to either replace the Buyer's Property in question or restore it to good order and condition as the Buyer may elect in its sole discretion. The Supplier acknowledges that it holds all Buyer's Property as a bailee on behalf of the Buyer and will at all times ensure they are clearly identified as the property of the Buyer. The Supplier hereby grants to the Buyer an irrevocable licence to enter the Supplier's services where any of the Buyer's Property are kept or believed to be kept for the purpose of removal or inspection of the same.
- 5.6 The Supplier shall at all times remain responsible for the Buyer's property that is in its custody and the Buyer's Property shall remain at the Supplier's risk until it has been returned to the Buyer's premises. The Supplier shall have in force and maintain at its own cost such policy or policies of insurance as to provide full cover against all risks while in the Buyer's custody.

6 WARRANTIES

The Supplier represents, warrants and undertakes to the Buyer that:

- 6.1 the Supplier's personnel and subcontractors who perform the Services hereunder are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to provide the Services;
- 6.2 the Services will be carried out in a competent and professional manner and with reasonable skill and care and in accordance with the terms of this Agreement and all specifications, requirements and quality standards set out in applicable Orders or as specified by the Buyer from time to time. If the Supplier's performance of the Services does not comply with this Clause, without prejudice to the Buyer's other remedies hereunder or at law, the Supplier shall (if the Buyer requests) perform the Services again at no extra charge;
- 6.3 it shall comply with (and shall ensure that all Products comply with) all applicable laws, regulatory requirements and codes of practice (including, without limitation, those relating to health and safety and the protection of personal data);
- 6.4 the Products will be (i) of the best available design, of satisfactory quality, fit for the purpose for which they are intended to be used and shall for a period of 12 months from delivery or 6 months of the Products being put into service, whichever is the longer (the "Warranty Period"), be free from defects in design, material and workmanship; and (ii) shall strictly comply with all drawings, descriptions, specifications, data, requirements and quality standards or samples set out or referred to in the applicable Order or supplied or communicated by the Buyer to the Supplier and any sample or description, literature, catalogue, brochure, drawings or other information that was supplied by the Supplier to the Buyer (unless varied by the applicable Order), and (iii) be of the exact quantity as set out in the applicable Order unless otherwise agreed. The Supplier shall inform the Buyer of any known inaccuracies in any information supplied to the Buyer. If any Products fail to comply with this warranty, the Buyer shall notify the Supplier in writing within a reasonable period depending on the nature of the Products, but in any event within 90 days of delivery (except in the case of defects that become apparent subsequently during the Warranty Period, which may be notified at any time during the Warranty Period), and the Supplier shall (without prejudice to the Buyer's other rights and remedies) collect the defective Products at a time and place convenient to the Buyer and shall immediately (i) repair or replace the Products or, at the Buyer's option, (ii) refund to the Buyer in full all sums paid for the relevant Products. The Buyer reserves the right to recover any damages, costs and losses it may suffer as a result of the Supplier's failure to comply with this warranty;
- 6.5 it shall not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may in the reasonable opinion of the Buyer disparage the Buyer, its group companies and/or their clients, or their businesses, products or services;
- 6.6 where the Supplier is processing personal data (as defined in the DPA) supplied by or on behalf of the Buyer, the Supplier undertakes to the Buyer that: (i) it shall only process such personal data in accordance with the Supplier's written instructions and for the purposes of providing the Services and the Products under this Agreement (and for no other purpose); and (ii) it shall implement and operate appropriate technical and organisational measures necessary to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data;
- 6.7 the Products and any concepts, ideas and materials produced by or on behalf of the Supplier as part of the Services, and the Buyer's use of such Products and Services, will not infringe the Intellectual Property Rights or other rights of any third party and shall not be unlawful in any way;
- 6.8 where the Supplier is required to provide online, digital or other technical services to the Buyer in relation to the Services to be supplied under any Order, such services shall be free from any known virus, trojan horse, worm, trapdoor or similar software and that the Supplier will continue to use prudent industry standard methods, processes and applications (including the use and maintenance of up-to-date reputable industry standard anti-virus software) to minimise the risk that any such virus or similar will infect or affect any of the hardware or software systems belonging to or used by the Buyer, its group companies or their clients; and
- 6.9 it is free to enter this Agreement and has the right, power and authority to perform its obligations and give the undertakings contained within the terms of this Agreement and is not aware of any third party rights which would prevent the exercise by the Buyer, its group companies or their clients, of any of the rights granted under this Agreement.

7 LIABILITY AND INSURANCE

- 7.1 The Supplier shall be liable for and shall indemnify the Buyer against any and all Losses incurred by the Buyer, its group companies and/or their clients, arising out of or in connection with the Supplier's performance of, or failure to perform, or delay in performing this Agreement, including, without limitation, any Losses arising out of or in connection with:
- 7.1.1 defective workmanship, quality or materials in respect of any of the Products;
- 7.1.2 any infringement or alleged infringement of any Intellectual Property Rights or other third party rights caused by the performance or use of any Products or Services as contemplated hereunder;
- 7.1.3 any claim made against the Buyer in respect of any Losses sustained by any third party caused by, relating to or arising from the Products and/or the Supplier's performance of, or failure to perform, or delay in performing the Services; and
- 7.1.4 any breach or non-performance by the Supplier of any of the warranties contained in Clause 6.

7.2 The Supplier shall effect and maintain insurance policies as appropriate for cover in respect of the Supplier's obligations and liabilities under this Agreement with reputable insurance providers, including but not limited to Professional Indemnity Insurance cover for not less than £1,000,000 per claim. The Supplier shall, upon request, provide written evidence of such insurance to the Buyer.

8 TERM AND TERMINATION

- 8.1 The Buyer may at any time and for any reason cancel any Order in whole or in part on written notice to the Supplier. Upon receipt of such a notice, the Supplier will immediately cease all work on the cancelled part(s) of the Order and promptly take all steps to mitigate all loss or costs incurred at that time. The Buyer shall pay the Supplier for the Products delivered and/or Services performed in accordance with this Agreement up to and including the date of cancellation.
- 8.2 The Buyer may terminate this Agreement forthwith upon written notice to the Supplier in the event of:
- 8.2.1 any material or persistent breach(es) of this Agreement by the Supplier which breach(es) is/are either irremediable or, if remediable, is/are not remedied within 7 days after the Buyer has served a written notice on the Supplier specifying the nature of the breach(es) and requiring that the same be remedied; or
- 8.2.2 the Supplier becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt.
- 8.3 Upon termination of this Agreement for any reason, the Supplier shall immediately deliver to, or otherwise dispose of as directed by the Buyer, any and all materials and property in its possession, custody or control belonging or relating to the Buyer, its group companies or their clients, including without limitation all partially completed Products on which the Supplier has already started work and all materials and information reasonably required by the Buyer to complete such partially completed Products.
- 8.4 The terms of and obligations imposed by Clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 17 and 18 shall survive the variation or termination of this Agreement for any reason.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 Subject to Clause 9.3, the Supplier hereby irrevocably and unconditionally assigns (and shall procure that its officers, employees, freelancers and sub-contractors assign) as legal and beneficial owner, with full title guarantee and grants all rights, licences and consents (and shall procure that its officers, employees, freelancers and sub-contractors grant all rights, licences and consent) to the Buyer (and, in the case of assignment of copyright, by present assignment of present and future copyright) all Intellectual Property Rights in and to the Products and Services for the full duration of such rights and any renewals or extensions thereof, wherever in the World enforceable, including, without limitation, all rights to sue for past infringement and applications in respect of the same, so that the Supplier may make the fullest use of such Products and Services. The Supplier hereby irrevocably and unconditionally waives and agrees not to assert (and shall procure that its officers, employees, freelancers and sub-contractors shall irrevocably and unconditionally waive and agree not to assert) any moral or other similar rights in and to the Products and the Services in accordance with the Copyright Designs and Patents Act 1988 (in the UK) or any corresponding foreign rights in connection with the authorship of any copyright works in connection with the provision of the Services and the Products, wherever in the world enforceable.
- 9.2 The Supplier warrants that in order to give full effect to any assignment under Clause 9.1, it shall acquire the necessary assignments of any and all Intellectual Property Rights from any third parties engaged in association with the provision of the Services or the Products and where such assignment cannot be obtained, the procedure in Clause 9.3 shall apply.
- 9.3 If and to the extent that any of the Products and/or the Services will comprise or include any rights belonging to any third party, the Supplier will inform the Buyer before including such third party material in the Products and/or the Services, and will not include any such third party material unless the Supplier has the Buyer's express prior written approval to include such third party material. In this Clause "written approval" means written approval by directors or employees of the Buyer authorised to approve the Supplier's Products and/or Services as notified by the Buyer from time to time. Following such written approval, the Supplier shall procure that the Buyer and any of its group companies or clients for whom the relevant Products and/or Services were purchased, shall be licensed (free of charge and for such period as may be necessary or desirable) to enable the Buyer or such clients and group companies to make the fullest use of the Products and/or the Services as they see fit.
- 9.4 The Supplier undertakes to the Buyer not to register, assign or licence any Intellectual Property Rights in and to the Products and/or the Services without the Buyer's prior written consent. In the event that the Supplier does register any such rights (by way of example only, in relation to any trade marks or domain names), without prejudice to the Buyer's other rights and remedies under this Agreement or at law, the Supplier shall transfer the registration of such rights to the Buyer promptly upon request and at the Supplier's cost.
- 9.5 The Supplier shall, at the Buyer's request, take all such actions and execute all such documents as may in the Buyer's opinion be necessary to enable the Buyer to perfect the transfer or assignment of all rights, title and interest to the Buyer under Clause 9.1 or to obtain, defend or

enforce its rights in or arising from the Products and/or Services or to assign or license such rights to any client or group company for whom the relevant Products and/or Services were purchased by the Buyer. The Supplier undertakes that it shall not do or fail to do any act which would or might prejudice the Buyer's rights under this Clause 9.

- 9.6 Without prejudice to any other of the rights and remedies available to the Supplier, if the performance of the Services or the use of or dealing with any Products by the Buyer or its group companies or clients for whom such Services and/or Products were purchased, infringes, or in the Buyer's opinion is likely to be held to infringe, in whole or in any part, any third party Intellectual Property Right or other right, the Supplier shall at the Buyer's option: (a) procure for the Buyer and such third parties as the Buyer may nominate from time to time, the right to continue to receive the Services and use the Products in question, free of any liability for such infringement; (b) replace or modify the Services and/or Products in question so that they become non-infringing while otherwise complying with the requirements of this Agreement; or (c) (d) remove such Products or any parts thereof from the Products to be provided under the terms of this Agreement in compliance with an Order and refund to the Buyer all fees and charges paid by the Buyer in association with such Products and any parts thereof.
- 9.7 The Supplier undertakes not to use any Intellectual Property Rights which are owned or used by the Buyer, its group companies or their clients in connection with the provision of Services or the Products other than in the form or manner directed and approved by the Buyer in advance. Any such approved use of such Intellectual Property Rights shall be in accordance with any brand guidelines and other instructions supplied by the Buyer from time to time. For the avoidance of doubt, nothing in this Agreement shall be deemed or construed as an assignment by the Buyer to the Supplier of any Intellectual Property Rights owned by the Buyer, its group companies or their clients, whether in this Clause 9 or otherwise.

10 RECORDS / AUDIT

- 10.1 In respect of all Expenses and in respect of Services carried out on a time and materials or a time-spent basis, the Supplier shall maintain such accounts and records as are reasonably necessary for the purpose of enabling the Buyer to conduct an audit of such Expenses (the "Records").
- 10.2 The Supplier will allow the Buyer by its own personnel, or by a suitably qualified independent auditor or accountant, to enter the Supplier's premises, have access to and take copies of all the Records during the period(s) for which Products and/or Services are being provided under any Order and for 72 months afterwards. Any such access shall be on reasonable notice (in writing) at any time during normal business hours for the purposes of auditing or otherwise inspecting the Records.
- 10.3 Should any audit or inspection of the Records by the Buyer reveal that the Buyer has been overcharged, the Supplier shall reimburse to the Buyer the amount of the overcharge within seven days of the Buyer's request, plus interest at an annual rate of 3% above the base lending rate of Barclays Bank plc, accruing on a daily basis commencing from the date the Buyer paid such excess up to and until such payment is reimbursed to the Buyer.
- 10.4 The Supplier will afford to the Buyer all reasonable assistance in the carrying out of audits or inspections. The Buyer will ensure that any information obtained in the course of the audit or inspection concerning the Supplier's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit or inspection.

11 NON COMPETE

- 11.1 During the provision of the Products and/or Services hereunder, and for a period of six months after the completion of delivery of such Products and/or Services, the Supplier shall not, either on its own account or in conjunction with or on behalf of any person or persons, whether directly or indirectly provide any goods or services to or carry out any work for any client of the Buyer with whom the Supplier has had contact or of which the Supplier has become aware by virtue of its provision of the Products and/or Services hereunder, without the prior written consent of the Buyer.

12 NOTICES

All notices to be given under this Agreement by one party to the other shall be valid if made in writing and posted to the address of the other party as set out in this Agreement or as otherwise notified in writing from time to time (and any such notice shall be deemed received 48 hours after posting). A copy of any notices for the Buyer must be sent to: Legal Department, Writtle Holdings Limited, 30 Park Street, London SE1 9EQ.

13 SET-OFF

Without prejudice to the other rights and remedies available to the Buyer under this Agreement or otherwise, the Buyer shall be entitled (but not obliged) at any time without notice to the Supplier to set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier (in any case howsoever arising and whether any such liability is present or future, liquidated or unliquidated) and may exchange any currency to do so.

14 COMPLIANCE WITH THE BRIBERY ACT

- 14.1 The Supplier shall:
- 14.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

- 14.1.2 not, in respect of any Services to be provided outside of the UK, engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 14.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 14.1.2, and will enforce them where appropriate;
- 14.1.4 promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;
- 14.2 The Supplier shall, on the Buyer's request, provide supporting evidence of compliance with this clause 14 by the Supplier and all persons associated with it under clause 14.2. The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 14 ("**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.
- 14.3 Breach of this clause 14 shall be deemed a material breach under clause 8.2.1.
- 14.4 For the purpose of this clause 14, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 14 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

15 ENVIRONMENTAL COMPLIANCE

In performing its obligations, the Supplier shall comply (and shall procure that its agents, suppliers, employees and sub-contractors shall) and ensure that all Products comply with all applicable laws, statutes, regulations, and codes relating to waste and environmental protection ("**Environmental Requirements**"). The Supplier shall provide to the Buyer all such information, in a timely manner, that the Buyer might request for the purposes of ensuring its compliance with the Environmental Requirements and/or evidencing the Supplier's compliance with the Environmental Requirements and afford the Buyer all such assistance as the Buyer may from time to time require to ensure its compliance with the Environmental Requirements.

16 COMPLIANCE WITH EMPLOYMENT LAWS

The Supplier shall (and shall procure that its suppliers, agents and sub-contractors shall) comply with all applicable employment laws, statutes, regulations, and codes and pay each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provide each employee with all legally mandated benefits and a safe and healthy workplace. The Supplier shall not (and shall procure that its suppliers, agents and sub-contractors shall not) employ, engage or otherwise use any child labour.

17 HEAD CONTRACT

- 17.1 Where the Supplier acts as a sub-contractor of the Buyer who is supplying Products or Services to a client under a contract (the "Head Contract"), the Supplier shall be bound by and comply with all terms of the Head Contract that are communicated to the Supplier so as to ensure that the Buyer fulfils all obligations imposed on it under the Head Contract. Any warranties given under this Agreement shall be extended as is necessary to allow the Buyer to fulfil the terms of the Head Contract.
- 17.2 The Supplier shall ensure that no act, omission or default of the Supplier shall constitute, cause or contribute to a breach by the Buyer of its obligations under the Head Contract and the Supplier shall indemnify the Buyer against any costs (including legal costs), claims, proceedings, liabilities, demands or expenses which the Buyer may incur arising from or out of any act, omission or default of the Supplier that may constitute, cause or contribute to a breach by the Buyer of its obligations under the Head Contract.

18 GENERAL

- 18.1 The Supplier may not assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of the Buyer.
- 18.2 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 18.3 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this

Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

- 18.4 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each party agrees that it has not been induced to enter into this Agreement in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability for any fraudulent statement or act.
- 18.5 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of the Buyer.
- 18.6 Any client of the Buyer for whose benefit the Products and/or Services are purchased by the Buyer shall have the right to enforce the terms of this Agreement subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 (the "**Third Party Rights Act**").
- 18.7 Except as provided in Clause 18.6, a person who is not a party to this Agreement shall have no rights under the Third Party Rights Act to enforce any term of this Agreement (other than a company within the Supplier's group of companies).
- 18.8 In the provision of the Services and Products and in all contracts with third parties the Supplier may enter into on the Buyer's behalf, the Supplier shall act as a principal at law. Nothing in this Agreement shall render the Supplier or its employees as an employee, agent or partner of the Buyer and the Supplier shall not hold itself out as such. The Buyer shall not be liable for any of the acts or omissions of the Supplier. The Supplier shall not, without the prior written consent of the Buyer, pledge the credit of the Buyer or any of its group companies or clients, nor sign any document, enter into any agreement or make any undertaking on behalf of the Buyer or any other such parties.
- 18.9 The Supplier shall not, without the prior written approval of the Buyer, make any reference to its association with the Buyer or the Buyer's group companies or clients, or the provision of the Services and Products, in any press releases, marketing materials or other materials prepared by or on behalf of the Supplier for the purpose of publicising its association with the Buyer and the matters addressed within this Agreement.
- 18.10 This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them save in relation to the enforcement of judgments where such jurisdiction shall be non-exclusive.