

Strawman Creative Ltd - General Terms and Conditions

Payment terms - general

Unless otherwise stated, we request that The Customer shall pay all fees/charges/costs on receipt of Strawman Creative's invoice; if any payment is not received on receipt, Strawman Creative reserves the right to put the Project on hold until payment is received. Strawman Creative also reserves the right to charge The Customer interest in respect of the late payment of any sums due under this Statement of Work and the Agreement at the rate of 4 per cent above the base rate from time to time of the Bank of England.

Out of Scope

Anything not included in the lists provided in the Deliverables section of this document or otherwise noted in this document as out of scope is out of scope and not included in the Project. Specifically, but without limitation:

- This Project does not include multiple market / language variations of concepts.
- Strawman Creative will provide one set of Global-English language concepts per creative concept.
- Source materials not listed as part of the Deliverables such as existing copy, photography, illustration, logos and other assets are to be provided by The Customer.
- The creation of any additional content other than that specified as a Deliverable e.g. creation of product shots, photography.
- Commercial Printing and Print Runs.
- Software/IT/Systems integration (unless and to the extent specifically referred to as part of a Deliverable)
- Promotional campaign elements unless specified in the Deliverables.

Intellectual Property

In consideration of the payment of fees, as and when they fall due, Strawman Creative hereby grants The Customer the exclusive right to use and modify all concept assets/collateral provided that Strawman Creative shall be given such copyright notice/credit as is reasonable including without limitation referring to the concepts as created by Strawman Creative. The Customer shall not remove or alter any copyright or other proprietary notice or credit on any part of the collateral. Strawman Creative shall also be entitled to refer to The Customer as a client and, provided The Customer confidential information is respected, Strawman Creative shall be entitled to use all or part of the Project collateral in a show reel, and for promotion on the Strawman Creative website. All other uses of The Customer and associated campaign collateral, including, but not limited to PR, award entries and advertisements, will be subject to discussion with and written approval by The Customer.

All copyright or other intellectual property rights in any material which is created under agreed licence terms with third parties (photography, videography, VO, model release, music licensing etc.), shall be subject to those licence terms.

NB. All copyright or other intellectual property rights in any material specifically devised by Strawman Creative in respect of the campaign assets/collateral will belong to Strawman Creative until receipt of all payments due for the work done. Upon receipt of the final payment and subject to the rights of Strawman Creative referred to above and the Retained Rights below, all such copyright or other intellectual property rights for that phase will pass to

The Customer.

For the avoidance of doubt, it is agreed and confirmed by both parties that, once payment in full has been made by The Customer to Strawman in respect of relevant bona fide invoices, that absolute, exclusive and unencumbered ownership of all IP, copyright or similar tangible or intangible rights will be vested in The Customer.

Assumptions & Dependencies

Project Kick-off meetings: All projects kick off with a meeting that includes key The Customer stakeholders, relevant Account and/or Project managers and a representative from the Strawman Creative team. Strawman Creative will produce a briefing document after these meetings that will be signed off by The Customer.

Notice: Strawman Creative will be given at least a 2-week notice period before being required to start work on

new projects under a new Statement of Work, unless otherwise agreed.

Point of contact: The Customer and Strawman Creative will each establish a point of contact for their respective teams. All decisions including approvals, Change Orders (including agreed scope changes to this SoW) will be made through these individuals. Unless and until otherwise notified by the relevant party to the other party, giving reasonable prior notice. Strawman Creative's point of contact will be Jon Groom (Creative Director). The Customer point of contact will be its designated sign-off contact, Joshua Barnard.

The Customer will give Strawman Creative clear briefings in connection with any Change Orders or agreed additional work.

Project Management: Strawman Creative's Client Services Director will devote sufficient time to this Project in order to ensure adequate communication, prompt decision making, and to use all reasonable endeavours to ensure that the Project progresses according to the project schedule. The Client Services Director will provide regular updates / reports to The Customer's point of contact. High priority issues and risks will be identified in these reports. The Customer will specify one designated sign-off contact (being the client point of contact noted above). This contact and Strawman Creative's Client Services Director will be responsible for all project sign-offs on behalf of their respective parties (including any Change Orders) and will have the authority to perform this function.

Services: Strawman Creative will use reasonable care and skill in providing any services under this Statement of Work as more particularly described in this document.

Invoices: The client's sign-off contact at The Customer will be responsible for receiving and promptly processing and ensuring prompt payment of all Strawman Creative invoices.

Feedback: The success of the Project depends on the close involvement of The Customer's internal teams to provide input, to review and approve Deliverables and to be available for presentations and conference calls throughout the engagement and provide other reasonable support. The Customer will obtain the necessary involvement of additional business stakeholders as appropriate and collate their feedback and will make available to Strawman Creative all relevant information and co-operation with Strawman Creative at all reasonable times. Delays caused by non- participation of The Customer Project members or third parties in agreed tasks or their failure to provide the support and/or assistance reasonably required by Strawman Creative may result in an increased timeline and costs, for which Strawman Creative shall be entitled to charge the client. Strawman Creative reserves this right regardless of whether the Project fee is a fixed price. **Resources:** If resources booked are not used due to late feedback from The Customer, or a surcharge is levied on Strawman Creative by its suppliers due to late payment by Strawman Creative arising from The Customer's late payment this cost will be added to the Project spend and may result in an additional charge payable by the client.

The Customer is only obliged to make available to Strawman such relevant information as actually exists and not information which Strawman would like to exist.

Acceptance: If The Customer does not notify Strawman Creative of non-acceptance within ten working days of delivery of a Deliverable, it will be considered accepted. The Deliverable will also be considered accepted if The Customer uses it in a "live" environment.

Costs: The costs, pricing and Creative Fees outlined in the financial summary included in this Statement of Work are fixed and have been based on information supplied by The Customer. All outside expenses including, but not limited to, travel (with the exception of travel to The Customer premises) and lodging per day, shipping, supplies and rental equipment are not included in the fixed Project price and will be billed to The Customer in addition to the fixed Project price on a monthly basis in arrears. Strawman Creative will provide to The Customer in writing

details of these additional costs, and will require sign-off by The Customer (such sign-off not to be unreasonably withheld or delayed) before any additional costs can be incurred.

Rush fees: If The Customer requires work to be undertaken at either a greater speed than specified in the project plan or over a weekend, Strawman Creative reserves the right to charge and the client will pay 2 x Strawman Creative's standard rate card for the resources required to deliver the work.

Change requests/Change Orders: If the scope of the Project changes from the specifications outlined in this SoW or the project plan or Strawman Creative is required to provide additional services not described in this SoW or Project plan, such changes will be documented in a change request and may have an impact on timings and costs. The change request (also referred to as a Change Order) will require sign-off by The Customer and by Strawman Creative before work described therein can commence. Any additional costs incurred are subject to be charged according to the agreed rate card.

Legal costs: Legal reviews (including of this SoW and compliance of any Deliverables with any applicable rules, laws, or regulations) are not included as part of the Project and are The Customer's responsibility.

Source material: The Customer will supply Strawman Creative with Project-related technical, marketing, communications, corporate strategy, and product documentation (electronic or hard copy, as requested) throughout the Project and shall ensure any information or data it provides or has third parties provide on its behalf is accurate, compliant with any applicable laws and not in any way unlawful. The Customer will ensure that all necessary permissions for the use of any source materials, content, photography or illustrations used in the website have been obtained and that the materials contain no defamatory matter and are free of all other legal restrictions or infringing content or material and you the client will indemnify us Strawman Creative against any costs and losses incurred by Strawman Creative, its employees or agents in the event of a third party claim against us, or any of the above persons in relation to material supplied to Strawman Creative by the client or on the client's behalf. Image sourcing, outside of the list of Deliverables or otherwise noted as out of scope, including acquiring licences is not included within this Statement of Work.

Delivery dates: The delivery dates as specified in the Project plan assume end of day delivery, unless otherwise specified. Achievement of the Project plan and any dates referred to in it or elsewhere in this Statement of Work are on a "reasonable endeavours" basis by Strawman Creative and in any event are based upon Strawman Creative receiving all necessary documents or any required sign-off approvals from the client on requested dates.

Design sign-off: Unless otherwise stated, Strawman Creative requests sign-off and any required approvals in general within ten days, unless otherwise agreed. If Strawman Creative receives no feedback within ten days, Strawman Creative is entitled to assume approval and sign off, which are then deemed to have been given by the client. Once designs are signed off by The Customer and Strawman Creative begins building/artworking the final deliverable then any additional changes are for the avoidance of doubt subject to be charged according to the standard Strawman Creative rate card, unless otherwise agreed.

Third parties: Strawman Creative is entitled to subcontract its obligations under this Statement of Work where external technical expertise is required (for example advanced software integration). It does so as principal and not as agent. Strawman Creative will attempt to accommodate, but is not responsible for, delays caused by either the client or related projects being developed by third parties employed by the client or in-house by the client. Strawman Creative is not responsible for the performance or functionality of any services or products provided by the client or third parties (other than where such services or products are the express responsibility of Strawman Creative under this Statement of Work).

Confidentiality: We both agree that we will keep confidential the terms of this Statement of Work and the Agreement and any other information we receive from the other in respect of this Statement of Work or in respect of the other's business secrets and confidential information (together "Information"). In this respect we each agree that we will not disclose the Information of the other party or any part of it to anybody (except to our own employees, agents or subcontractors) or use it (other than in connection with the Project) without the other's prior written consent except where required to do so by law, to enforce this Statement of Work, or except to the extent the Information has entered the public domain other than through a breach of this paragraph.

Liability:

It is agreed that;

- Strawman Creative's maximum aggregate liability under or in connection with this Statement of Work, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will in no circumstances exceed the lesser of £10,000 or the total charges paid to Strawman Creative under this Statement of Work (including any agreed Change Orders); and,
- Strawman Creative will not be liable under or in connection with this Statement of Work for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract, breach of statutory duty or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

Provided always that nothing in this Statement of Work shall exclude or in any way limit a party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law. This Statement of Work states the full extent of Strawman Creative's obligations and liabilities in respect of the Project and the performance of any related services and supply of any goods. The parties agree that any condition, warranty, representation or other term concerning the Project and/or the performance of any services which might otherwise be implied into or incorporated in this Statement of Work, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

Non-solicitation:

It is agreed that neither party will either on their own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during or for a period of six months from the end of the Project solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) any executive of the other party who has worked on the Project at any time during the previous 12 months.

Third Party Rights:

A person who is not a party to this Statement of Work has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Statement of Work.

Law/disputes:

This Statement of Work is governed by and shall be construed in accordance with the law of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction.

Working with you

Formal Communication

Project status reports will be made available via email. The status reports highlight the progress against the schedule, the budget, upcoming milestones and usually include status on:

- Project Scope
- Budget
- Schedule
- Review Meetings
- Deliverable Sign Offs
- Risks and Issues

Timing

The speed of delivery is crucial in keeping the momentum going. Enthusiasm is infectious; the faster we deliver, the more chance we have of holding onto the initial excitement and passing this on to key stakeholders and decision-makers.

The timeline for delivery for each of the concepts will be decided once the SoW has been signed off and the initial briefing takes place between The Customer and Strawman Creative.

APPENDIX 1 – EXPENSES

Travel & Subsistence

Travel by car will be charged to the customer at £0.45 per mile for journeys to destinations outside a 20 mile radius of Strawman Stamford offices.

Rail travel will be Standard Class at the most cost-effective rate.

Subsistence will be limited to £10 for lunch and £25 for dinner. Other non-alcoholic refreshment (e.g tea and coffee) will be billed at cost.

Accommodation

Overnight accommodation in the UK will be limited to £135 per night (except for accommodation in London), but if a lower cost option is available, this will be used.

Strawman personnel will make all reasonable efforts to ensure expenses are kept to a minimum.

All expenses will be agreed with the Customer prior to booking.