

SCRIBERIA GENERAL TERMS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION

Academy Deliverables: the Deliverables relating to academy Services provided by Scriberia to the Client, namely any Scriberia notes, slides, articles or other materials associated with the event.

Animation Deliverables: the Deliverables relating to animation Services provided by Scriberia to the Client, namely the materials relating to the idea generation, storyboarding and animation, including digital materials in jpg, pdf, or mov format, as set out in the estimate or proposal provided by Scriberia to the Client.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Client for the provision of the Services in accordance with clause 6.

Client: the person or firm who purchases Services from Scriberia.

Client Default: has the meaning set out in clause 4.2.

Commencement Date: has the meaning set out in each Contract.

Contract: the agreement between Scriberia and the Client for the provision of Services in accordance with these Terms.

Data Protection Policy: the data protection policy of Scriberia, the current version of which is available on our website at <http://www.scriberia.co.uk/legal>.

Deliverables: the deliverables produced by Scriberia for the Client as set out in the Contract (including as applicable and without limitation the Academy Deliverables, the Animation Deliverables, the Illustration Deliverables and the Scribing Deliverables).

Illustration Deliverables: the Deliverables relating to illustration Services provided by

Scriberia to the Client, namely the materials relating to the idea generation, sketching and illustration, including digital materials in jpg or pdf format, as set out in the estimate or proposal provided by Scriberia to the Client.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Scriberia: Scriberia Limited, a company registered in England and Wales with company number 07152345.

Scribing Deliverables: the Deliverables relating to scribing Services provided by Scriberia to the Client, namely the materials relating to the live visual capture of events including hand-drawn and digital materials as set out in the estimate or proposal provided by Scriberia to the Client.

Services: the services, including the Deliverables, provided by Scriberia to the Client as set out in the Specification.

Specification: the description or specification of the Services as set out in the Contract.

Terms: these general terms of business and the our terms and conditions for events which are available on our website at <http://www.scriberia.co.uk/legal> each as amended from time to time in accordance with clause 15.

2. BASIS OF CONTRACT

- 2.1 These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any quotation given by Scriberia shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Scriberia, and any descriptions or illustrations contained in Scriberia's catalogues or brochures, 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 or have any contractual force.

3. SCRIBERIA'S OBLIGATIONS

- 3.1 Scriberia shall provide the Services to the Client in accordance with the Specification in all material respects.
- 3.2 Scriberia shall use all reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Scriberia shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Scriberia shall notify the Client in any such event.
- 3.4 Scriberia warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.5 Scriberia shall make the Deliverables available to the Client (including any work-in-progress) via Google Drive, WeTransfer, Dropbox and/or

Vimeo in accordance with the Client's preferred method of transfer as notified in writing to Scriberia from time to time.

4. CLIENT'S OBLIGATIONS

- 4.1 The Client shall:
 - (a) ensure that any information it provides in the Specification are complete and accurate;
 - (b) co-operate with Scriberia in all matters relating to the Services;
 - (c) provide Scriberia, its employees, agents, consultants and subcontractors, with access to the Client's premises and other facilities as reasonably required by Scriberia;
 - (d) provide Scriberia with such information and materials as Scriberia may reasonably require in order to provide the Services, and ensure that such information is accurate in all material respects;
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
 - (f) keep and maintain all materials, equipment, documents and other property of Scriberia (**Scriberia Materials**) at the Client's premises, maintain Scriberia Materials in good condition until returned to Scriberia, and not dispose of or use Scriberia Materials other than in accordance with Scriberia's written instructions or authorisation.
- 4.2 If Scriberia's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
 - (a) Scriberia shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client

Default prevents or delays Scriberia's performance of any of its obligations;

- (b) Scriberia shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Scriberia's failure or delay to perform any of its obligations as set out in this clause 4.2;
- (c) the Client shall reimburse Scriberia on written demand for any costs or losses sustained or incurred by Scriberia arising directly or indirectly from the Client Default; and
- (d) without prejudice to the generality of clauses 4.1(b) and 4.1(c), Scriberia may, in addition to the Charges, charge the Client an additional £200+VAT per day (subject to a maximum additional charge of £2,000+VAT) and, if the Client Default persists for more than 14 days, Scriberia may terminate the Contract immediately.

5. PROHIBITED ENTITIES

- 5.1 Scriberia does not provide services to certain prohibited entities including Tobacco Companies. Scriberia may in its absolute discretion refuse to provide the Services until such information as is necessary for Scriberia to satisfy itself that the Client is not a Tobacco Company or another prohibited entity (including information concerning the Client and its industry) has been made available to Scriberia.
- 5.2 The Client represents, warrants and undertakes to Scriberia that:
 - (a) it is not a Tobacco Company within the meaning of these Terms; and
 - (b) it shall promptly notify Scriberia in writing upon becoming a Tobacco Company within the meaning of these Terms.
- 5.3 Scriberia may terminate the Contract by giving the Client one months' written notice if:
 - (a) The Client is in breach of the warranty given at clause 5.2(a);

- (b) Scriberia receives notice in writing from the Client pursuant to clause 5.2(b); or
- (c) Scriberia becomes aware that the Client is or has become a Tobacco Company within the meaning of these Terms without having received notice in writing from the Client pursuant to clause 5.2(b).

5.4 For the purposes of this clause 5:

- (a) **Tobacco Company** means any company or other person or entity which manufactures, supplies, advertises, markets or promotes Tobacco Products.
- (b) **Tobacco Products** means tobacco or tobacco-related products including cigarettes, cigars, chewing tobacco, tobacco pipes, hookahs, hookah lounges, rolling papers, vaporiser devices, electronic cigarettes and paraphernalia relating to the foregoing products.

6. CHARGES AND PAYMENT

- 6.1 The Charges for the Services shall be on a time and materials basis:
 - (a) the Charges shall be calculated in accordance with Scriberia's standard daily/hourly fee rates, as may be amended from time to time;
 - (b) Scriberia's standard daily/hourly fee rates for each individual are calculated on the basis of an eight-hour day worked on Business Days;
 - (c) Scriberia shall be entitled to charge an overtime rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 6.1(b); and
 - (d) Scriberia shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Scriberia engages in connection with the Services including, but not limited to, travelling expenses, hotel costs,

subsistence and any associated expenses, and for the cost of services provided by third parties and required by Scriberia for the performance of the Services, and for the cost of any materials.

6.2 Scriberia reserves the right to increase its standard daily/hourly fee rates. Scriberia will give the Client written notice of any such increase before the proposed date of the increase. If such increase is not acceptable to the Client, it shall notify Scriberia in writing and Scriberia shall have the right without limiting its other rights or remedies to terminate the Contract by giving written notice to the Client.

6.3 Where the projected Charges for the Services exceed £5,000 (including VAT) Scriberia shall invoice the Client in advance of the Services for 50% of the projected Charges and the Client shall pay such invoice in order to secure the provision of the Services. Thereafter, Scriberia shall invoice the Client periodically in arrears, on completion of the Services, or as set out in the Contract.

6.4 Where the projected Charges for the Services do not exceed £5,000 (including VAT), Scriberia shall invoice the Client, periodically in arrears, on completion of the Services, or as set out in the Contract.

6.5 The Client shall pay each invoice submitted by Scriberia in full within 30 days of the date of the invoice and in cleared funds to a bank account nominated in writing by Scriberia and time for payment shall be of the essence of the Contract.

6.6 All amounts payable by the Client under the Contract are exclusive of VAT. Where VAT is applicable, the Client shall pay to Scriberia such additional amounts in respect of any VAT chargeable at the same time as payment is due for the provision of the Services.

6.7 If the Client fails to make any payment due to Scriberia under the Contract by the due date for

payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

6.8 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Scriberia may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Scriberia to the Client.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Unless otherwise specified in the Contract, all Intellectual Property Rights in and to the Academy, Animation, Illustration Deliverables and Scribing Deliverables shall be owned exclusively by Scriberia.

7.2 Subject to clauses 7.1 all other Intellectual Property Rights arising out of or in connection with the Services shall be owned exclusively by Scriberia.

7.3 All physical property and Intellectual Property Rights in Scriberia Materials shall be owned exclusively by Scriberia.

8. LIMITATION OF LIABILITY

8.1 Nothing in the Contract shall limit or exclude Scriberia's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, Scriberia shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of damage to goodwill; and (g) any indirect or consequential loss.

8.3 Subject to clause 8.1, Scriberia's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the Contract.

8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.5 This clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Unless otherwise specified in the Contract, and without limiting its other rights or remedies, either party may terminate the Contract by giving the other party one months' written notice.

9.2 Unless otherwise specified in the Contract, and without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term 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 to do so;
- (b) the other party takes any step or action in connection with its entering administration,

provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Unless otherwise specified in the Contract, and without limiting its other rights or remedies, Scriberia may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

9.4 Unless otherwise specified in the Contract, and without limiting its other rights or remedies, Scriberia may suspend provision of the Services under the Contract or any other contract between the Client and Scriberia if the Client becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(d) or Scriberia reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of the Contract for any reason:

- (a) the Client shall immediately pay to Scriberia all of Scriberia's outstanding unpaid invoices and interest and, in respect of Services supplied and expenses incurred in anticipation of Services to be supplied before the date of termination, but for which no invoice has been submitted, Scriberia shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - (b) the Client shall return all of Scriberia Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then Scriberia may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - (d) clauses which expressly or by implication survive termination shall continue in full force and effect.
- 10.2 Where the Client terminates the Contract at any time prior to the agreed date for delivery of the Services (as specified in the Specification), the following shall be payable:
- (a) 50% of the Charges where the notice of termination is received 14 days or less (but more than 7 days) prior to the agreed date for commencement of delivery of the Services (as specified in the Specification);
 - (b) 75% of the Charges where the notice of termination is received 7 days or less (but more than 3 days) prior to the agreed date for commencement of delivery of the Services (as specified in the Specification); or
 - (c) 100% of the Charges where the notices is received 3 days or less prior to the agreed date for commencement of delivery of the Services (as specified in the Specification).

11. FORCE MAJEURE

11.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

11.2 For the purposes of this clause 11, Force Majeure Event shall include, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers, subcontractors or including freelancers (where such suppliers, subcontractors or freelancers cannot be replaced); and interruption or failure of utility service.

11.3 For the purposes of this clause 11, Force Majeure Event shall not include, without limitation, any sickness which has not officially been declared an epidemic or a pandemic. Where the Client terminates the Contract at any time prior to the agreed date for delivery of the Services (as specified in the Specification) for reasons relating to any sickness which has not

officially been declared an epidemic or a pandemic, the Charges shall be payable in accordance with clause 6 and/or the Client shall only be entitled to a refund in accordance with clause 10.

12. ASSIGNMENT AND OTHER DEALINGS

12.1 Scriberia may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

12.2 The Client shall not, without the prior written consent of Scriberia, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

12.3 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.

13.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13.4 Data Protection

13.5 The Client consents to Scriberia holding and processing personal data relating to it for legal, administrative and management purposes.

13.6 The Client consents to Scriberia making such information available to those who provide services to Scriberia (such as freelancers or advisers) and/or to regulatory authorities, governmental or quasi-governmental organisations (if required by law) and/or to potential purchasers of Scriberia or any part of its business.

13.7 The Client consents to the transfer of such information to Scriberia's business contacts outside the European Economic Area if necessary for the purposes of its business (e.g. where personal data is held on servers located outside the European Economic Area).

13.8 Scriberia agrees to comply with the Data Protection Policy when processing personal data relating to Client and any employee, worker or other person relating to the Client.

14. ENTIRE AGREEMENT

14.1 These Terms and the Contract (together, the **Agreement**) constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

15. VARIATION

15.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. WAIVER

16.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

17.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18. NOTICES

18.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in

writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

18.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

18.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19. THIRD PARTIES

19.1 No one other than a party to the Contract shall have any right to enforce any of its terms.

20. GOVERNING LAW

20.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

21. JURISDICTION

21.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.