

TERMS & CONDITIONS: STEALTH PROJECTS LTD (TRADING AS STEALTH PRODUCTION)

1 DEFINITIONS

1.1 In these Terms and Conditions, the following terms shall have the following meanings:

“Advertising Regulation”

means any present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority and includes any applicable modification, extension or replacement thereof in force from time to time, together with other UK laws, statutes and regulations which are directly applicable to the Services;

“Affiliate(s)”

means any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with either party including as a subsidiary, parent or holding company;

“Agreement”

means these standard terms and conditions for events and all Scopes of Work agreed by the parties in accordance with such terms;

“Approval”

shall mean written approval by an authorised person (or their nominated deputy) for the purposes of approval by letter, purchase order or e-mail;

“Business Day”

shall mean any day which is not a Saturday, a Sunday or a public holiday;

“Commencement Date”

shall mean the date a project starts after an ‘Approval to Proceed’ agreement is signed and a purchase order issued;

“Confidential Information”

shall mean any information of a confidential nature including but not limited to any industry information, mailing lists, corporate strategy, fees and payment terms, the terms of this Agreement and any other information which is of commercial use and which is not readily available from any other public or authorised source;

“Contract Price”

shall mean the fees payable to STEALTH in consideration of the Services, as described in the applicable Scope of Work;

“Contract Year”

means a twelve (12) month period beginning on the Commencement Date or any anniversary of the Commencement Date;

“CRN”

means a change request notice sent out by either party in accordance with the Change Request Procedure;

“Deliverables”

means each of the deliverables expressly set out in the applicable Scope of Work, or as may otherwise be agreed by the parties in writing, to be delivered by STEALTH as part of the Services;

“Expenses”

shall mean travel, accommodation and subsistence expenses incurred by or on behalf of STEALTH in the course of providing the Services;

“Event”

means the event or events at the Venue forming part of the Services as described in the applicable Scope of Work or as may otherwise be agreed by the parties in writing;

“Force Majeure Event”

shall mean any event, circumstance or occurrence beyond the relevant person’s reasonable control including:

- a) civil commotion, riot, invasion, war (whether declared or not) or threat of or preparation for war, terrorism or threat of or suspected terrorism;
- b) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- c) strikes, lock-outs or other industrial action;
- d) impossibility of the use of the railways, shipping, aircraft, motor transport or other means of public or private transport; and
- e) failure of suppliers or subcontractors;

“Moral Rights”

means all rights described in Part I, Chapter IV of the Copyright Designs and Patents act 1988 and any similar rights of authors anywhere in the world;

“Project”

means any project(s) agreed between the parties from time to time under which STEALTH is to perform Services and/or supply Deliverables to the Client as more fully described in this Agreement and the applicable Scope of Work;

“Rights”

shall mean any copyright, design right, patent, trade mark, database right or any similar right exercisable in any part of the world, including any application for registration of any patent, trade mark or design right;

“Services”

shall mean the services to be provided by STEALTH to the Client as described in a Scope of Work;

“Scope(s) of Work”

shall mean a Scope of Work for each Project agreed by the parties in writing from time to time in the form set out in Schedule 1;

“Term”

shall mean the term of this Agreement from the Commencement Date until expiry or termination in accordance with clause 18;

“Territory”

has the meaning given in the applicable Scope of Work;

“Third Party Costs”

means costs incurred by STEALTH specifically for the performance of the Services which are bought from third party suppliers on behalf of the Client including photography, reproduction, artwork, design, printing, advertising, market research, exhibition and display materials, press distribution and major mailings, media monitoring, artist/celebrity/ talent fees, film production, evaluation, venues, legal advice and any other third party costs (other than Expenses) which shall be subject to the Client's prior written approval in accordance with clause 7.2;

“Venue”

shall mean the venue at which an Event will take place, as described in the applicable Scope of Work.

1.2 In this Agreement (except where the context otherwise requires):

- (a) clause and Schedule headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement;
- (b) references to the parties include references to their respective successors in title and permitted assigns; and
- (c) use of the singular includes the plural and vice versa.

1.3 The documents expressly referred to in this Agreement as forming part of this Agreement shall form part of this Agreement and have effect as if set out in full in the body of this Agreement and any reference to this Agreement shall include such documents.

1.4 References to any statute or statutory provisions include(s) references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any subordinate legislation made from time to time under that provision.

1.5 The words and phrases “other”, “including”, “in particular” and words of similar effect shall be construed without limitation.

2 APPOINTMENT AND TERM

2.1 The Client hereby appoints STEALTH and STEALTH hereby accepts the appointment to deliver the Events, provide the Services and deliver the Deliverables during the Term in accordance with this Agreement (including any Scope(s) of Work which are agreed between the parties from time to time in writing) in consideration of the Client paying the Contract Price.

2.2 This Agreement shall be deemed to have commenced on the Commencement Date and shall continue until terminated in accordance with clause 18.

2.3 Where the parties agree Projects, each such Project shall commence on the Project Commencement Date set out in the Scope of Work and shall continue until the Project Completion Date set out in the Scope of Work, subject to earlier termination in accordance with the terms of clause 18.

2.4 The parties may agree new Projects from time to time by agreeing a new Scope of Work in writing. Once a Scope of Work has been signed by the authorised representative of both parties such Scope of Work shall automatically form part of this Agreement.

3 SERVICES

3.1 STEALTH agrees to use its reasonable endeavours to deliver the Events, provide the Services and deliver the Deliverables to the Client in accordance with the provisions set out in this Agreement.

3.2 STEALTH agrees that the Services will be performed with reasonable skill, care and diligence.

4 CLIENT OBLIGATIONS

4.1 The Client will give STEALTH full and clear instructions as to its requirements for the Services and Deliverables to be included in a Scope of Work, including full details of the dates by which each stage of the proposed Services and Deliverables are to commence and finish.

4.2 The Client undertakes promptly to provide STEALTH with all information, assistance and materials STEALTH requests from time to time to facilitate the proper and timely performance of the Services. In particular the Client agrees:

- (a) to advise STEALTH of the details of any activities of any third parties involved in the provision of external communications services for the Client; and
- (b) to permit STEALTH (by its representatives) to attend meetings, when reasonably necessary, with any other communications agencies and other advisers engaged by the Client.

4.3 The Client warrants, represents and undertakes that all information and material which has been provided (or is to be provided) to STEALTH by or on behalf of the Client in connection with the Services and the Deliverables is accurate, complete, not in any way contrary to any applicable law and does not infringe the Rights of any third party.

4.4 The Client shall indemnify and keep indemnified STEALTH from and against any and all proceedings, claims, damages, losses, costs, expenses (including legal costs and expenses) and liabilities which STEALTH may incur or sustain as a direct or indirect result of, or in connection with, any materials or information supplied by or on behalf of the Client.

4.5 Unless otherwise agreed between the Client and STEALTH in writing, the Client shall be responsible for sourcing any promotional gift or prize being offered to the public or entrants to a promotion ("Promotional Prize"). As such, the Client shall be liable for, and hereby indemnifies and shall keep indemnified STEALTH against any and all losses incurred as a result of any such Promotional Prize, including any claim by a third party arising out of the use or enjoyment of such Promotional Prize.

5 THIRD PARTY CONTRACTS

5.1 STEALTH enters into contracts with third party suppliers in respect of Services and Deliverables in accordance with such suppliers' standard or individual conditions and contracts ("Third Party Contracts").

5.2 Provided that STEALTH has notified the Client of any significant restrictions or contract terms contained in such Third Party Contracts:

- (a) Client hereby acknowledges that its right to use or otherwise benefit from any Services or Deliverables acquired under such Third Party Contracts shall be as set out in such Third Party Contracts;
- (b) any charges or liabilities (to the extent caused by an act or omission of the Client or its Affiliates or any third party acting for or on its behalf) for which STEALTH is liable under such Third Party Contracts (including cancellation payments) shall be the responsibility of the Client; and
- (c) the Client hereby indemnifies and shall keep STEALTH indemnified against any losses caused by any act or omission of the Client which puts STEALTH in breach of any such Third Party Contracts.

6 VENUE

6.1 STEALTH shall use reasonable endeavours to procure that the Event can be provided at the Venue, or an equivalent venue agreed by the parties, on the date(s) set out in the applicable Scope of Work.

6.2 Provided that STEALTH has notified the Client of all material terms entered into with the Venue providers, the Client shall be liable for any breach of such Venue hire terms and conditions by the Client or its Affiliates.

6.3 If the Client (or any third party acting on the Client's behalf) or any attendee of the Event (other than STEALTH or any third party acting on behalf of STEALTH) causes any damage to the Venue, the Client shall be responsible for making good all damage caused, or paying associated costs in making good such damage to the Venue.

6.4 The Client shall ensure that any third party or sub-contractor working at the Venue carries out their services in a considerate and helpful way to STEALTH and in co-ordination with other contractors.

6.5 The Client will be responsible for the adequacy, security and safety of operations at all times at the Venue. The Client shall ensure that the Venue is at all times a safe place for STEALTH to work and that appropriate 24 hour security is in place to

prevent the theft of, damage to or wrongful use of any equipment at the Venue belonging to or used by STEALTH or its sub-contractors.

7 CHARGES AND TERMS OF PAYMENT

7.1 The parties acknowledge and agree that the Contract Price is a fixed price for the provision of the Services and the delivery of the Deliverables. The Contract Price is exclusive of any amendments to the agreed Contract Price or any additional cost incurred. All expenses and Third Party Costs incurred shall be payable in addition to the Contract Price. We reserve the right to request the Client pay the additional charges prior to delivery.

7.2 In respect of each Project, STEALTH shall: (a) use reasonable endeavours to submit an estimate of aggregate Third Party Costs for the Project as part of the Scope of Work; and (b) seek the Client's prior written approval to any overspend in excess of the aggregate estimated Third Party Costs for a Project. Client shall respond to all approval requests promptly and in any event within two (2) Business Days. The Client's approval of such estimates will be STEALTH's authority to enter into such Third Party Contracts.

7.3 All sums payable under this Agreement are exclusive of Value Added Tax, or any other applicable sales taxes.

7.4 STEALTH shall invoice the Client for the Contract Price in GB pounds sterling in accordance with the payment schedule set out in each 'Approval to proceed' Agreement, signed Contract, Budget or Estimate sheet.

7.5 The actual cost to STEALTH of Third Party Costs incurred by STEALTH in respect of third party goods or services purchased overseas may be more or less than the cost anticipated at the date when STEALTH ordered the relevant goods or services as a result of fluctuations in the rate of currency exchange. If so, STEALTH will charge the Client at the rate of currency exchange in operation on the date STEALTH pays for the relevant Third Party Costs, which shall be deemed to be the closing mid-point rate in London for that day as subsequently quoted in the next published edition of The Financial Times.

7.6 Settlement of invoices rendered for the Services (in respect of the Contract Price, Expenses, Third Party Costs and all other sums payable in accordance with this Agreement) shall be made within 30 days of the invoice date unless otherwise stated on the invoice and agreed with the Client in advance. Time for payment shall be of the essence.

7.7 Non-account customers and invoices rendered for Services where the total sum is less than £10,000 (in accordance with this Agreement) are to be settled by return, prior to the delivery of goods and services.

7.8 In the event that any Third Party Costs require payment in advance or sooner than the payment terms set out in clause 7.7, STEALTH will notify the Client as soon as reasonably practicable in advance and the Client shall pay such costs within the period set out in the relevant invoice.

7.9 STEALTH reserves the right to charge interest on all overdue accounts from the due date of payment to the date of receipt by STEALTH of the payment at 10% over NatWest Bank plc base rate from time to time.

7.10 Without prejudice to any other right or remedy available to it, if the payment of any amount payable to STEALTH is not paid in full within 14 days of the due date, STEALTH shall be entitled to suspend (in whole or in part) the provision of Services until the relevant amount has been paid in full (together with any interest demanded by STEALTH under clause 7.9). In the event that the Services are suspended under this clause 7.10, there shall be a corresponding extension to the period for providing the Services.

7.11 The Client shall make all payments due under this Agreement without any deduction or withholding whether by way of set-off, counterclaim, discount, abatement or otherwise.

7.12 Any additional costs incurred by STEALTH as a result of the late delivery by the Client of any materials, information, or any alterations to or any postponement by the Client of any of the milestones set out in the Scope of Work will be payable by the Client in addition to the Contract Price.

7.13 If the Client authorises STEALTH to commence work on the Services in advance of a Scope of Work being agreed in writing, STEALTH shall be entitled to charge fees for the Services it carries out, in the event that the Scope of Work is not approved by the Client.

7.14 If it is agreed that work shall be undertaken by STEALTH which is outside the scope of the Services STEALTH reserves the right to charge a further fee for any such additional work. Any such additional fee shall be subject to the Client's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed.

8 CHANGES TO WORK IN PROGRESS

8.1 Subject to clause 8.2 the Client may request in writing that STEALTH cancels any and/or all Scopes of Work in progress. STEALTH will take all reasonable steps to comply with any such request provided that it is able to do so within its contractual commitments to sub-contractors, suppliers and other third parties.

8.2 In the event of cancellation of a Scope of Work by the Client for any reason, the Client shall pay: (a) the total Contract Price agreed by the parties in connection with such Scope(s) of Work; and (b) all Third-Party Costs, charges and Expenses

incurred by STEALTH or to which STEALTH is contractually committed including any additional charges incurred as a result of early termination.

8.3 A Scope of Work may be amended from time to time by agreement between the Client and STEALTH in accordance with the Change Request Procedure. For the avoidance of doubt the Change Request Procedure shall apply to material amendments only and shall not apply to minor amendments required for the day-to-day operation of the Agreement or performance of the Services. The charges for any amended Services or Deliverables shall be agreed in writing between the parties in accordance with the Change Request Procedure.

9 APPROVALS AND PROVISION OF INFORMATION

9.1 The Client shall provide Approvals, information, materials and services in relation to the Deliverables in accordance with this Agreement and as otherwise requested from STEALTH. The Client shall respond to all requests for Approval, information, materials and services promptly and in any event within 24 hours of any request for Approval.

9.2 STEALTH shall not be liable for any delay in providing the Services or Deliverables arising as a result of the Client's delay or failure to provide any Approvals, information, materials and services which are required by STEALTH, and STEALTH shall be entitled to charge the Client all reasonable costs that arise from any such delay or failure.

9.3 The parties shall cooperate with each other in order to ensure that the other is at all times kept fully informed of any matter which may materially impact on the performance of the Services. The parties shall at all times promptly respond to all requests for information or Approval and shall ensure that all third parties contracted to it in this regard fully co-operate with the other party.

9.4 STEALTH reserves the right to retain ownership of intellectual property and Deliverables such as designs, CAD, renders, video/photography and any other pre-production produced by STEALTH staff, third-party company or freelancer contracted by STEALTH. Any such work produced and delivered for the purpose of a pitch or a quote or estimate is chargeable to the client upon request, even if we are not successful in winning the contract for the scope of work. At no point should any pre-production designs, CAD, renders, video, photography, digital media should be given to or used by the client or third party without written consent.

10 INTELLECTUAL PROPERTY

10.1 Nothing in this Agreement shall amount to an assignment or transfer of any Rights owned by either party prior to entering into this Agreement, including any know how, methodology, tools, business methods and processes of STEALTH. For the avoidance of doubt, the Client acknowledges that STEALTH may use such know how, tools, methodology, business methods and processes on other projects for other clients.

10.2 Upon payment in full by the Client of the Contract Price, STEALTH hereby agrees to assign to the Client all Rights in all original work which is created by employees of STEALTH for the sole purpose of performing the Services, to the extent that such Rights are owned by STEALTH.

10.3 STEALTH hereby grants a non-exclusive, revocable licence to the Client in respect of Deliverables (or materials forming part of the Deliverables) which are created by or on behalf of STEALTH, but not for the sole purpose of performance of the Services for the Client (including any know how or methodologies and any generic rights in the Venue such as furniture, backdrops and interior layout) to use such Rights within the Territory and solely for the purpose of receipt of the Services as more fully set out in the applicable Scope of Work. The costs and royalties for such licences shall be included in the Contract Price.

10.4 If the Client wishes to use the Deliverables:

- (a) either outside of the Territory; and/or
- (b) after the period of time set out in the Scope of Work; and/or
- (c) outside of the purposes and/or media set out in the Scope of Work;

then the Client shall notify STEALTH of any intended use of Deliverables and will pay STEALTH a fee to be agreed by the parties.

10.5 STEALTH will use reasonable endeavours to obtain at Client's sole cost, an assignment to the Client by its subcontractors of the Rights in any original work done by such sub-contractors in creating the Deliverables ("Third Party Materials") unless the Client has agreed that this is not necessary. In the event that it is not commercially practicable for STEALTH to obtain such an assignment of Rights in such Third Party Materials, STEALTH will obtain at the Client's cost all necessary consents, approvals and licences for use of the same to enable the Services to be performed and Deliverables to be completed.

10.6 The Client hereby undertakes to comply with all terms of any licence of Rights or other agreement in respect of Rights in the Deliverables which is communicated to the Client by or on behalf of STEALTH. The Client hereby indemnifies and shall keep

STEALTH indemnified against any loss, cost, damage or expense suffered by STEALTH as a result of any breach by the Client of the undertaking set out in this clause 10.6.

10.7 To the extent permitted by law, and subject to STEALTH receiving payment of the Contract Price, STEALTH shall:

- (a) ensure that all Moral Rights in the material created by STEALTH included in the Deliverables are waived (or where not lawfully possible to waive Moral Rights, STEALTH agrees not to assert any Moral Rights in respect of such materials); and
- (b) use its reasonable endeavours to ensure that all Moral Rights in Third Party Materials are waived (or where not lawfully possible to waive Moral Rights, to procure that Moral Rights are not asserted in respect of Third Party Materials), but if STEALTH cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any Third Party Materials, STEALTH will notify the Client and shall obtain the Client's approval prior to incorporating such Third Party Materials into the Deliverables.

10.8 If STEALTH is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the other provisions of this clause 10, STEALTH shall retain ownership of all Rights in all materials forming part of the pitch process, save to the extent that STEALTH is successful in such pitch and the parties agree that such materials will be used in accordance with Services to be provided under a Scope of Work.

10.9 STEALTH shall not be liable under or in connection with this Agreement for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf, nor in the event that any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client.

11 LIABILITY

11.1 Nothing in this Agreement shall exclude or limit the liability of STEALTH for fraud, or for death or personal injury resulting from the negligence of STEALTH (or that of any of its officers, employees or agents), or any other liability to the extent that such liability may not be excluded or limited as a matter of law.

11.2 Neither STEALTH nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the Client for any:

- (a) loss of actual or anticipated income or profits;
- (b) loss of contracts;
- (c) loss of goodwill or reputation;
- (d) loss of data; or
- (e) special, indirect or consequential losses or damage of any kind howsoever arising and whether caused by tort (including negligence) breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

11.3 Subject to clauses 11.1 and 11.2, STEALTH's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise will in no circumstances exceed the total Contract Price paid by the Client under the particular Scope of Work to which the act or omission giving rise to such liability relates.

11.4 This Agreement states the full extent of STEALTH's obligations and liabilities in respect of the Deliverables and performance of the Services. The parties agree that any condition, warranty, representation or other term concerning the Deliverables and/or the performance of the Services which might otherwise be implied into or incorporated into this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

11.5 Each of clauses 11.1, 11.2, 11.3, 11.4 shall:

- (a) be construed as a separate and severable contract term, and if one or more of such clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such clauses shall remain in full force and effect and shall continue to bind the parties; and
- (b) survive termination of this Agreement.

11.6 In the event that STEALTH notifies the Client of any risk in respect of the Rights or Deliverables and the Client wishes to proceed with such Rights or Deliverables notwithstanding the risk, the Client accepts full liability in respect of use of such Rights and/or Deliverables and agrees to indemnify and keep indemnified STEALTH in relation to any losses it suffers as a result of the Client's use of such Rights and/or Deliverables.

11.7 Each party acknowledges and agrees that the foregoing provisions of this clause 11 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date of this Agreement.

11.8 The Client shall be liable for and hereby indemnifies and shall keep indemnified STEALTH against any and all losses suffered as a result of any use of the Client's products or services at any Event, provided that, where applicable, STEALTH has complied with any directions of the Client as to how such products or services are to be offered to the public.

11.9 Where the Client's products include food and/or drink, the Client shall ensure that appropriate allergy information is given to the public at any Event involving sampling of the Client's products.

11.10 The Client shall be responsible for the compliance of the Deliverables with all Advertising Regulation and shall indemnify and keep indemnified STEALTH against any and all losses suffered as a result of the Client's failure to comply with this clause 11.10.

12 INSURANCE

12.1 The Client shall ensure that the relevant third parties maintain adequate policies of insurance against any loss, damages, costs or liabilities caused by or arising out or in connection with the Client's obligations under or in connection with this Agreement, with a reputable insurer and to the value sufficient to meet the Client's obligations, including insuring against any loss, damage, cost or liability arising in respect of the Venue.

12.2 STEALTH shall maintain, with a reputable insurer and to the value sufficient to meet the Client's obligations, adequate policies of insurance against any loss, damages, costs or liabilities caused by or arising out of or in connection with STEALTH's obligations under or in connection with this Agreement.

12.3 The Client acknowledges and agrees that nothing in this Agreement shall place any obligation upon STEALTH to obtain insurance cover in relation to risks arising from terrorism or military action or any threat of terrorism or military action and that STEALTH shall not be liable to the Client under this Agreement for any loss of any kind arising from any such action or threat.

13 USE OF EQUIPMENT

13.1 STEALTH shall not be liable for any claim for loss or damage to any property caused (whether directly or indirectly) by the Client using or operating any equipment supplied by STEALTH other than at STEALTH's direction.

14 DATA PROTECTION

14.1 For the purpose of this clause 14:

"Data Protection Legislation"

means Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the GDPR (when in force), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, any guidance notes and codes of practice issued by the European Commission and applicable national Regulators including the UK Information Commissioner;

"GDPR"

means the EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (when in force);

"Regulator"

means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation; and

"Security Breach"

means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under to this Agreement or breach of STEALTH's security obligations under this Agreement.

14.2 References in clause to "data controller", "data processor", "processing", "data protection officer" and "personal data" shall have the same meaning as defined in Data Protection Legislation.

14.3 The parties acknowledge and agree that in order to provide the Services to the Client, STEALTH may during the Term access, receive, store and otherwise process personal data relating to employees of the Client/customers of the Client, attendees of Events. The type of personal data that STEALTH may process under this Agreement includes names, addresses and other contact information.

14.4 The parties agree that in respect of any personal data processed in connection with this Agreement that Client shall be the "data controller" and STEALTH shall be the "data processor".

14.5 Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation. STEALTH shall, without prejudice to its other rights or obligations, in respect of its processing of such personal data:

- (a) process the data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with Client's lawful written instructions from time to time. If STEALTH is unsure as to the parameters of the instructions issued by Client and/or believes that Client's instructions may conflict with the requirements of Data Protection Legislation or other applicable laws, STEALTH may notify Client for clarification and provide reasonable details in support of any assertion that Client's instructions may not be lawful;
- (b) ensure that any person authorised to process data in connection with this Agreement is subject to a duty of confidentiality;
- (c) having regard to the state of technological development and the cost of implementing any measures, take such technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and ii) the nature of the data to be protected, provided that where such measures may require the use of resource and/or cost additional to that usually provided or incurred, or anticipated, by STEALTH, Client agrees to pay for the same (in addition to any other charges or fees);
- (d) at Client's cost assist Client by using appropriate technical and organisational measures in responding to, and complying with, data subject requests;
- (e) at Client's cost provide Client with reasonable co-operation and assistance in relation to Client's obligations and rights under Data Protection Legislation, taking into account the nature of the processing and the information available to the processor, including providing Client and relevant Regulators (as applicable) with all information and assistance reasonably necessary to investigate security breaches, carry out privacy impact assessments or otherwise to demonstrate compliance by the parties with Data Protection Legislation;
- (f) at Client's cost, without undue delay notify Client, if STEALTH becomes aware of any Security Breach;
- (g) keep a written record of any processing of the data carried out in the course of the Services ("Records");
- (h) permit no more than once per Contract Year Client, its third-party representatives (who are not competitors of STEALTH) or a Regulator, on reasonable notice during normal business hours, access to inspect, and take copies of, the Records for the purpose of auditing STEALTH's compliance with its obligations under this clause. STEALTH shall at Client's cost give all reasonably necessary assistance to the conduct of such audit;
- (i) may engage a sub processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "Sub processor"), provided that it:
 - (i) notifies Client of any new or replacement Sub processors. If Client objects to the appointment of a new or replacement Sub processor, it shall notify STEALTH within five Business Days. Client shall be deemed to have accepted the Sub processor if STEALTH does not receive an objection with five Business Days. If the objection cannot be resolved by the parties within five Business Days of receipt by STEALTH of the written objection, STEALTH shall not be in breach of this Agreement to the extent it cannot provide its services or otherwise comply with its obligations as a result;
 - (ii) enters into a written contract with the Sub processor that provides protections or guarantees that Sub processor considers necessary to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; AND
 - (iii) remains liable for all acts or omissions of the Sub processors as if they were acts or omissions of STEALTH (except to the extent caused or exacerbated by Client).
- (j) at Client's cost return or destroy (as directed in writing by Client) all personal data it has in its possession and delete existing copies unless applicable law requires storage of the personal data;
- (k) to the extent that STEALTH is required to transfer personal data pursuant to this Agreement to a territory outside of the European Economic Area ("EEA") that does not have a finding of adequacy by the European Commission, the parties shall execute or procure the execution of the standard contractual clauses set out in Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC ("Model Clauses") unless the parties agree another more appropriate lawful data transfer mechanism exists. The parties agree that if the Model Clauses (or agreed alternative mechanisms) cease to exist or are no longer considered by both parties to be a lawful method of transferring personal data outside of the EEA, the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism and STEALTH may cease or procure that the relevant third party cease the

processing of personal data until such time as the parties have agreed an alternative transfer mechanism to enable the personal data to be transferred outside of the EEA in a compliant manner.

14.6 Client agrees to comply with its obligations under applicable Data Protection Legislation in respect of the processing of personal data under or in connection with this Agreement and shall in particular ensure that, as a condition of this Agreement, STEALTH is lawfully permitted to process personal data on its behalf. Client shall indemnify STEALTH on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by STEALTH arising out of Client's breach of this clause 14.6.

15 FORCE MAJEURE

15.1 Neither party will be liable to the other for any delay in performing or for failure to perform its obligations under this Agreement to the extent that and for so long as the delay or failure results from a Force Majeure Event, provided that:

- (a) the Force Majeure Event arises without the fault or negligence of the party whose obligations are affected;
- (b) the affected party notifies the other party within 5 Business Days of becoming aware of such Force Majeure Event of the nature of the Force Majeure Event and the manner and extent to which its obligations are to be prevented or delayed;
- (c) the affected party will take reasonable steps to minimise the adverse effects of the Force Majeure Event; and
- (d) the default or breach will be remedied as soon as the Force Majeure Event has ceased to exist.

15.2 In the event of a Force Majeure Event, the period permitted for STEALTH to perform its obligations under this Agreement shall be extended by such period (not limited to the length of the delay caused by the Force Majeure Event) as STEALTH may reasonably require to complete the performance of its obligations.

16 CONFIDENTIALITY

16.1 Each party undertakes to the other that it will not disclose to any unauthorised party any Confidential Information relating to the other party or its business and neither will it make unauthorised use itself of any such information.

16.2 This restriction will not apply to any Confidential Information which becomes publicly available otherwise than through the breach of this restriction by the receiving party.

16.3 Either party may disclose Confidential Information to the extent that:

- (a) such disclosure is required by law; or
- (b) the Confidential Information was lawfully in the possession of the receiving party prior to its disclosure by the disclosing party and had not been obtained by the receiving party from another party in breach of confidentiality obligations;

16.4 Notwithstanding clause 16.1, STEALTH may use information relating to the Venue, the Services, the Deliverables and/or the Client, including in any credential pitches to new clients. STEALTH shall seek the prior written approval of the Client to any use of Confidential Information in any publicity for STEALTH or any tenders for new business.

17 ASSIGNMENT AND SUB CONTRACT

17.1 Nothing in this Agreement shall prohibit STEALTH from sub-contracting any part of the Services to a third party.

17.2 Neither party shall assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed) other than to an Affiliate of that party in which case prior written consent shall not be required.

18 TERMINATION

18.1 Either party will be entitled to terminate this Agreement forthwith by written notice if:

- (a) the other party fails to remedy a material breach of this Agreement and either such breach is incapable of remedy or (where the breach is capable of remedy) it fails to remedy such breach within 30 days after receiving written notice specifying the breach and requiring its remedy; or
- (b) the other party ceases permanently to trade; or
- (c) the other party makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986), or passes a resolution to wind up or goes into liquidation (otherwise than for amalgamation or reconstruction) or has a winding up order made against it, or an administrator or receiver is appointed in respect

of the whole or any part of its assets, or it makes or offers to make any arrangement or composition for the benefits of creditors generally.

- 18.2 In the event of this Agreement being terminated for whatever reason the Client shall immediately pay to STEALTH all arrears of sums due and payable under this Agreement.
- 18.3 If either party at any time waives any breach of this Agreement committed by the other party, such waiver will not be deemed to be a waiver of any subsequent or similar breach or of any other breach at any time.
- 18.4 Termination of this Agreement will not affect the accrued rights and remedies of each party.
- 18.5 The following clauses shall continue to apply after termination of this Agreement: 1, 6, 7, 11, 12, 13, 16, 18, 19, 20, 22 and 24.
- 18.6 Termination of a Project in accordance with the terms of this Agreement by either party shall not serve to terminate this Agreement which shall continue in full force and effect.
- 18.7 Upon termination of this Agreement all outstanding Projects shall also be terminated.

19 NOTICES

- 19.1 Unless otherwise stated in this Agreement, all notices and other communication under this Agreement shall be in writing and shall be deemed duly served if delivered by hand, or sent by email, or pre-paid registered post (or, in the case of an address for service outside the United Kingdom, by registered air-mail) to the Client or to STEALTH at the applicable address set out above or such other address as either party may notify to the other in writing for this purpose from time to time.
- 19.2 Any notice shall be deemed to have been duly served:
 - (a) if delivered by hand, on delivery;
 - (b) if sent by pre-paid registered post, 2 Business Days after posting;
 - (c) if sent by registered air-mail, 5 Business Days after posting; or
 - (d) if sent by email, on the same business day, provided that a confirmatory transaction report is obtained and retained by the sender.

20 NON-SOLICIT

- 20.1 During the Term and for a further period of twelve (12) months after its termination, neither party shall (except with the prior written approval of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party either in the provision or receipt of any Services or Deliverables, other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

21 GENERAL

- 21.1 This Agreement, and the documents referred to in it, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement, understanding or arrangement between the parties relating to the subject matter of this Agreement.
- 21.2 Any amendment to the terms of this Agreement shall be effective only if agreed in writing and signed by both parties.
- 21.3 If any term (or part thereof) of this Agreement is found to be illegal, invalid or unenforceable by any competent authority, such term (or part thereof) shall, to the extent that it is severable, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 21.4 No person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 21.5 The parties agree that neither of them have 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 as a warranty.
- 21.6 This Agreement may be executed in counterpart but the counterparts shall together constitute one and the same instrument.
- 21.7 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture or agency relationship between the Client and STEALTH.

22 ANTI-BRIBERY

22.1 Both parties:

- (a) shall comply with the Bribery Act 2010 and any guidance issued by any governmental department relating to such legislation ("Bribery Act");
- (b) shall not engage in any activity, practice or conduct anywhere in the world which would constitute an offence under the Bribery Act if such activity, practice or conduct had been carried out in the UK;
- (c) shall maintain in place throughout the Term (and enforce where appropriate) its own policies and procedures to ensure compliance with the Bribery Act;
- (d) shall promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; and
- (e) shall ensure that it imposes written terms on any subcontractor connected with the matters arising under this Agreement which are at least equivalent to those imposed on the parties in this clause 22.

23 DISPUTE RESOLUTION

- 23.1 Without prejudice to either party's right to seek emergency interim relief, if any claim or dispute arises under or in connection with this Agreement, the parties will attempt to settle such claim or dispute by negotiation.
- 23.2 If any claim or dispute cannot be settled by negotiation within 21 days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the parties may agree, before resorting to court proceedings, to attempt to resolve the claim or dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 23.3 If the parties have not settled any claim or dispute by mediation within 42 days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts in accordance with clause 24.2
- 23.4 Nothing in this clause 23 shall prevent either party from seeking an injunction in relation to any breach or anticipated breach of this Agreement.

24 APPLICABLE LAW

- 24.1 The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales.
- 24.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales for the resolution of any claim or matter arising under or in connection with this Agreement.

25 CANCELLATION, COMMISSION AND PAYMENT TERMS

- 25.1 Upon receipt in writing of either signed STEALTH Approval to Proceed Agreement, customer purchase order or purchase order reference, the following terms will apply in the event of cancellation.
 - (a) 50% of final invoice value (including VAT) will be retained should cancellation occur up to 60 days before the mutually agreed date relating to all STEALTH services unless in the case of Force Majeure.
 - (b) 75% of final invoice value (including VAT) will be retained should cancellation occur within 30 days of the mutually agreed date relating to all STEALTH services unless in the case of Force Majeure.
 - (c) 100% of final invoice value (including VAT) will be payable immediately should cancellation occur within 14 days of the mutually agreed date relating to all STEALTH services unless in the case of Force Majeure.
- 25.2 Commission upon services is agreed at the point of sign off or purchase order. Payment terms apply. Bespoke credit terms apply.
- 25.3 Additional services from the point of sign off or purchase order are not commissionable but will form part of the post event balance.
- 25.4 A standard deposit of 75% must be paid by the due date before any materials are purchased or project management is undertaken. Missing deposit deadlines can risk the ability for us to deliver your event to the quoted specification. All agreed payment dates must be adhered to unless agreed with a company director for a time to be extended.
- 25.5 Where a deposit is paid, it is with the understanding that it is non-refundable in accordance with clause 25.1. STEALTH reserves the right to invest in the purchase of equipment and services directly relating to the event.
- 25.6 The full balance must be paid by the agreed due date as set out in the approval to proceed agreement and no later than 5 working days before the date relating to hires, installations or consultancy commences.