

## Slingshot Films Limited (Slingshot)

## Standard Terms &amp; Conditions

In consideration of the mutual covenants and undertakings set out below THE PARTIES AGREE as follows:

1 **Definitions**

1.1 In this Agreement the following words and expressions shall (unless the context otherwise requires) have the following meanings:

**Agreement:** the Proposal, these Standard Terms & Conditions and the Drone Services Terms and Conditions, if appropriate and the Non-Disclosure Agreement, if used.

**Amended Proposal:** the original Proposal amended by agreement between the parties.

**Business Day:** a day (other than a Saturday or a Sunday) on which banks are open for business in Jersey.

**Cancellation Fee:** the fee payable by Client to Slingshot in accordance with clause 5.3.

**Client:** Client identified in the Proposal which term shall include its employees, agents, representatives, successors and, where permitted, its assignees.

**Client Materials:** all documents, materials, images, footage, products and other works provided, produced or created by or on behalf of Client in connection with this Agreement.

**Commencement Date:** the date of Client's written acceptance of the Proposal.

**Confidential Information:** has the meaning given to the term in clause 7.

**Content:** any audio-visual, visual or graphic content or any other image, whether as a live performance or video source which is distributed to or broadcast or performed from a Slingshot system or which is produced for such purpose.

**Deposit:** as detailed in the Proposal.

**Drone Services Terms and Conditions:** the terms and conditions issued to Client as part of this Agreement when the Services include the use of drone equipment.

**Fee:** the fee payable by Client to Slingshot as stipulated in the Proposal.

**IP Rights:** all intellectual property rights including, without limitation, patents, trademarks, service marks, logos, design rights, copyright (including rights in software), database rights, utility models, confidential information and know how and any other analogous rights anywhere in the world whether registered or not and including all applications for any such rights.

**Know How:** however documented and in whatever form, all information, knowledge, experience, formulae, drawings, designs, trade secrets, know-how, methods, processes, compositions, improvements, discoveries, product specifications, past, current and planned research and development, manufacturing or distribution methods, processes and instructions, software, documents, concepts, ideas, data (including computer data) and video, filming, editing, animation, projection or production techniques, which relate to the business of Slingshot which is communicated to Client by or on behalf of Slingshot at any time (whether before or after the date of this Agreement) and whether or not identified as such at the time of the disclosure to Client.

**Licensed Rights:** the music rights as may be detailed in the Proposal and any copyright licences used by Slingshot for the Services.

**Non-Disclosure Agreement;** the non-disclosure agreement which Client may request Slingshot to commit to prior to the Commencement Date.

**Production:** as set out in the Proposal.

**Production Plan Document:** means all Client Materials relating to the Production and includes all script, further notes, photographs, illustrations, graphics, audio clips, video clips, text, data, statistics or any other information, content, display and/or any other material (whether written, graphic, sound or otherwise).

**Production Timeline** as set out in the Proposal.

**Services:** the services to be provided by Slingshot as set out in the Proposal.

**Proposal:** the document issued by Slingshot to Client containing details of the Services to be provided and the Fee for the Services and any other relevant information concerning the performance of the Services by Slingshot. Where the Proposal is amended, the term Proposal in these Standard Terms and conditions shall be deemed to mean the Amended Proposal.

**Standard Terms & Conditions:** these terms and conditions.

**Territory:** as set out in the Proposal.

**Timeline:** as set out in the Proposal.

**Venue:** as set out in the Proposal.

2 **Precedence & Duration**

2.1 The documents comprising this Agreement shall in the event of any conflict between them take precedence in the following order (i) the Proposal; (ii) the Standard Terms & Conditions; (iii) the Drone Terms and Conditions, if appropriate and (iv) the Non-Disclosure Agreement, if used.

2.2 This Agreement shall come into force on the Commencement Date and subject to early termination in accordance with the terms of this Agreement shall continue in force for the Term.

3 **Services**

3.1 Slingshot shall provide the Services as set out in the Proposal in accordance with the terms of this Agreement.

3.2 Slingshot shall be entitled to subcontract any part of the Services to any third party without restriction.

3.3 The Services shall be provided by the Slingshot personnel or sub-contractors set out in the Proposal and such other personnel and sub-contractors as Slingshot may determine and notify to Client during the Term (the "Crew"). In the event that any member of the Crew is unable for any reason to continue to participate in the provision of the Services, Slingshot may replace such member with a new member of equivalent or greater skill and experience.

3.4 Slingshot warrants that it shall:

3.4.1 provide the Services with all due skill, care and diligence including good industry practice and shall ensure that the Crew are appropriately qualified and possess the necessary skills and experience to carry out the Services in accordance with the terms of this Agreement; and

3.4.2 comply with all laws (including safety regulations) applicable to the Services to be provided pursuant to this Agreement.

3.5 In the event that Slingshot is in breach of clause 3.4, it shall as soon as reasonably practicable at its own cost re-perform the relevant Services or, at its absolute discretion, waive or refund to Client such of the Fee payable or paid to Slingshot which is attributable to the defective Services. This clause provides for the exclusive remedy of Client and the entire liability of Slingshot for breach of clause 3.4.

3.6 If Client requires Slingshot to provide any services other than the Services ("Additional Services"):

3.6.1 Slingshot shall at its sole discretion determine whether to provide such Additional Services;

3.6.2 any Additional Services provided by Slingshot and the fee for such Additional Services shall be agreed with Client by Slingshot by email and thereafter shall be subject to the terms of this Agreement and any additional terms

which the parties agree expressly by email with respect to the Additional Services and, in the event of any conflict between any new additional terms and the terms of this Agreement, the new additional terms shall prevail.

- 3.7 Client shall perform the obligations set out in the Proposal with respect to the supply of the Services.
- 3.8 If Slingshot's provision of the Services or its performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client, its agents or subcontractors Slingshot shall not be liable for any costs, charges or losses sustained or incurred by Client arising directly or indirectly from such prevention or delay and Client shall reimburse Slingshot for any additional time (at Slingshot's then current standard hourly rates) and expenses incurred by Slingshot in respect of such prevention or delay.
- 3.9 All video content supplied in connection with the Services shall be submitted by either a designated site or a shared storage platform or in such other manner as may be agreed by variation in the Proposal. Slingshot shall have no responsibility for the maintenance of the designated site nor shall it be liable if for any reason Client cannot access such designated site.
- 3.10 Where the Production Plan identifies the need for aerial photography or aerial videography the Drone Services Terms and Conditions shall apply.
- 3.11 All IP Rights subsisting in or relating to Content provided by Slingshot to Client in connection with this Agreement shall belong to and remain vested in Slingshot or the third party from whom the right to use the Content derives.
- 3.12 All IP Rights subsisting in Content produced or provided by Client shall be owned by Client save that Client acknowledges and agrees that:
- 3.12.1 all Know How disclosed by Slingshot to Client or to which Client has access relating to the creation, production and use of any Content shall be owned by and remain vested in Slingshot absolutely and is subject to the restrictions set out in this Agreement; and
- 3.12.2 it shall not use such Content on any products which compete with any Slingshot products or technology, save with Slingshot's express written consent.

#### **4 Fees & Prices**

- 4.1 In consideration of the provision of the Services by Slingshot to Client as detailed in the Proposal, Client shall pay the Fee as set out at and in accordance with the Proposal.
- 4.2 Client shall pay any additional costs which may arise during this Agreement in connection with the provision of the Services provided that Client's approval has been obtained prior to such costs being incurred.
- 4.3 To the extent that no payment period is stipulated for any sum owed by Client under this Agreement, Client shall pay such sum within 7 days of the date of Slingshot's invoice for such sum, save that where Slingshot requires a Deposit to be paid prior to the date of the commencement of the Services, Client shall ensure the Deposit is paid by such date otherwise Slingshot may at its discretion suspend the supply of the Services.
- 4.4 Delays in Client payments to Slingshot may result in variations to delivery schedules and increases in costs, including Crew travel costs as appropriate.
- 4.5 Unless expressly stated otherwise all sums due to Slingshot shall be paid in full without deduction save that the Deposit, if any, shall be deducted from the final Fee.
- 4.6 In the event that any payments due from Client under this Agreement are not made by the due date, then without prejudice to any other right or remedy:
- 4.6.1 Client shall pay to Slingshot interest (calculated on a daily basis) on the overdue payment from the date such payment was due to the date of actual payment at a rate of 4% over the base lending rate of the Bank of

England from time to time;

- 4.6.2 Slingshot shall be entitled to suspend performance of the Services and any other of its obligations under this Agreement until payment is received in full; and
- 4.6.3 Slingshot shall be entitled to terminate the Agreement in accordance with clause 12.3.

#### **5 Rescheduling & Cancellations**

- 5.1 Where Client wishes to reschedule the Production it shall notify Slingshot immediately of the same and any rescheduling of a Production shall be subject to Slingshot being able to accommodate the rescheduling (which Slingshot shall use its reasonable endeavours to do) and to the renegotiation of the Fee payable by Client to take into account any additional fee that may be incurred by Slingshot as a result of such rescheduling. Slingshot shall have the right to terminate this Agreement immediately on giving notice in writing in the event that it is unable to accommodate any rescheduling or if the parties are unable to agree revised fee.
- 5.2 Where the Production is cancelled, either by Client or as a result of the termination of this Agreement by either party (save where the Agreement is terminated by Client as a result of a Slingshot breach pursuant to clause 12.1.1 in which case no cancellation fee shall be payable) Client shall pay to Slingshot the Cancellation Fee detailed below less the Deposit, if any, together with any additional costs already incurred or committed to by Slingshot pursuant to this Agreement prior to such cancellation.
- 5.3 If Client cancels this Agreement within two days of the Commencement Date no Cancellation Fee shall be payable. If Client cancels this Agreement at any time prior to 7 days before the commencement of the Services Client shall pay 25% of the Fee detailed in the Proposal and in the event that Client cancels this Agreement within two days of the commencement of the Services Client shall pay 40% of the Fee detailed in the Proposal.

#### **6 Acknowledgement & Publicity**

- 6.1 Client may not use the Slingshot name or any trademarks owned by Slingshot save as expressly agreed by Slingshot.
- 6.2 Slingshot shall be entitled to list Client as a Client (together with the name of the Production) in any Slingshot promotional material and reviews or articles about Slingshot.

#### **7 Confidentiality**

- 7.1 For the purposes of this Agreement, "Confidential Information" shall mean:
- 7.1.1 the terms of this Agreement, including for the avoidance of doubt the Proposal;
- 7.1.2 the Know How, which is Confidential Information belonging to Slingshot;
- 7.1.3 any information (whether or not technical) of a confidential nature communicated by one party to the other, either preparatory to, or as a result of, this Agreement.
- 7.2 Subject to clause 7.3, and the Non-Disclosure Agreement, if used, each party ("Receiving Party") shall:
- 7.2.1 keep confidential and not disclose, nor permit the disclosure of, any Confidential Information belonging to the other to any third party;
- 7.2.2 only use Confidential Information disclosed to it for the purpose of exercising or performing its rights and obligations under this Agreement; and
- 7.2.3 take proper and reasonable measures to maintain the confidentiality of Confidential Information disclosed to it including keeping the Confidential Information in safe and secure locations which are not accessible by third parties.
- 7.3 Each Receiving Party may disclose Confidential Information to its officers and employees only who are directly or indirectly

concerned in the performance of such party's obligations under this Agreement or, its professional advisers, provided that, prior to disclosure to any such officer, employee or professional adviser, the Receiving Party informs such person of the confidential nature of the information and such person agrees to act in compliance with the confidentiality obligations of this clause 7 and, provided that such Receiving Party is responsible for each such person's compliance with the confidentiality obligations set out in this clause 7 and, if necessary, shall promptly enforce such obligations either on its own motion or at the request of the other party.

## 8 Protection of the Licensed Rights

8.1 Client shall not alter the Production (including for the avoidance of any doubt the music used in the Production) or sell the Production, reproduce it, licence it, replicate it or do or omit to do any other act which may infringe the Licensed Rights used in the Production.

8.2 Client shall comply with the Licensed Rights at all times during the Term and thereafter and Client shall immediately notify Slingshot of any actual, suspected or threatened infringement of any of the Licensed Rights, any actual or threatened claim that any of the Licensed Rights are invalid, any actual or threatened opposition to any of the Licensed Rights and any claim made or threatened that use of the Licensed Rights infringes the rights of any third party.

8.3 With respect to all matters referred to in clause 8.1:

8.3.1 Slingshot shall in its absolute discretion decide what action if any to take and Slingshot shall have exclusive control over and conduct of all claims and proceedings;

8.3.2 Client shall not make any admissions other than to Slingshot and shall provide Slingshot with all assistance that it may reasonably require in the conduct of any claims and proceedings; and

8.3.3 Slingshot shall bear the costs of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

## 9 Warranties & Indemnities

9.1 Slingshot warrants and represents to Client at the date of this Agreement that it has the right, power and authority to enter into this Agreement.

9.2 Client warrants and represents to Slingshot at the date of this Agreement that it has:

9.2.1 the right, power and authority to enter into this Agreement;

9.2.2 sufficient funds to pay all sums owing to Slingshot under this Agreement; and

9.2.3 obtained all necessary consents, approvals and licences for the Production to be held at the Venue, as appropriate.

9.3 Client shall indemnify Slingshot, its employees, agents and sub-contractors against any liability, loss, damage, costs, and expenses (including reasonable legal costs) whatsoever and howsoever arising incurred or suffered by such parties arising out of or in connection with:

9.3.1 any breach of the terms of this Agreement by Client its employees, agents or sub-contractors or any act or omission of any of them; and

9.3.2 any negligent or tortious acts of Client, its employees, agents or sub-contractors.

## 10 Limitations on Liability

10.1 Nothing in this Agreement shall limit or exclude either party's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

10.1.2 fraud or fraudulent misrepresentation.

10.2 Subject to clause 10.1, Slingshot shall under no circumstances whatsoever be liable to Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

10.2.1 loss of profit, loss of business, loss of revenue, loss of anticipated savings, loss of opportunity or expectation, loss of bargain, loss of data, loss of reputation or goodwill or failure to achieve any business outcome or goal (whether direct or indirect); and

10.2.2 any special, indirect or consequential loss, arising under or in connection with this Agreement.

10.3 Slingshot's maximum aggregate liability to Client for losses or damages suffered in respect of all claims arising under this Agreement shall in no circumstances exceed the total aggregate amount of payments received by Slingshot from Client pursuant to this Agreement.

## 11 Force Majeure

11.1 Save in respect of any obligation to make payment under this Agreement (which obligations shall not be subject to the provisions of this clause 11), neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement caused by an event or circumstance beyond its reasonable control including but not limited to act of God, fire, explosion, storm, flood, earthquake, or other natural physical disaster, COVID-19 or any other pandemic, lockouts or other industrial action, civil commotion, riot, act of terrorism, war threat or preparation for war and any supplier failure ("Event of Force Majeure").

11.2 The party affected by the Event of Force Majeure will notify the other party immediately and keep them informed save that if the Event of Force Majeure continues for a period of more than 1 month the unaffected party may terminate this Agreement immediately without liability either party upon giving notice in writing.

## 12 Termination

12.1 Either party may terminate this Agreement immediately upon giving notice in writing without payment of compensation or other damages caused to the other party if:

12.1.1 the other party commits a material breach of any of its obligations under this Agreement which is incapable of remedy or, the other party fails to remedy where it is capable of remedy or persists in any breach of any of its obligations under this Agreement after having been required in writing to remedy or desist from such breach within a period of 14 days;

12.1.2 the other party becomes insolvent or has a receiver or administrative receiver appointed, has called a meeting of creditors, resolves to go into liquidation or has a petition for its winding up presented (except for any bona fide amalgamation or reconstruction while solvent).

12.2 A material breach incapable of remedy by Client shall include but is not limited to breach of clause 3.4.

12.3 Slingshot may, in addition to the above rights, terminate this Agreement immediately upon giving notice in writing without payment of compensation or other damages to Client, if any sum due to be paid by Client remains unpaid for more than fourteen (14) days after becoming due.

## 13 Effects of Termination

13.1 Upon termination or expiry of this Agreement for any reason whatsoever;

13.1.1 all sums owing to Slingshot under this Agreement shall immediately become due and payable and, in respect of Services supplied but for which no invoice has been submitted, Slingshot may submit an invoice, which shall be payable in accordance with the terms of this Agreement;

13.1.2 the provisions of this Agreement which are either



expressed or by their nature are intended to survive termination shall remain in full force and effect including but not limited to clauses 6.2, 7, 8, 9, 10, 14 15 and 8.

**14 Non-Compete & Non Solicitation**

14.1 In order to protect the Know How, Confidential Information and business connections of Slingshot, Client shall not during the term of this Agreement and for a period of 6 months following the termination or expiry of this Agreement:

14.1.1 undertake any activities which would compete with Slingshot; and

14.1.2 in the course of any business concern which is in competition with Slingshot's business, offer to employ or engage, or otherwise endeavour to entice away, any employee of Slingshot, or any consultant, contractor or freelancer engaged by Slingshot.

**15. Data Protection**

15.1 Slingshot is a Data Controller under the Data Protection (Jersey) Law 2018. Slingshot is committed to protecting the privacy and security of Client's personal information.

15.2 In order to carry out the Services Slingshot will collect and hold only such personal information as it may need for the Services and such personal information will be

15.2.1 used lawfully, fairly and in a transparent way;

15.2.2 collected only to enable Slingshot to carry out the Services;

15.2.3 relevant to the Services and limited only to the Services;

15.2.4 accurate and kept up to date;

15.2.5 kept only as long as necessary to comply with this Agreement; and

15.2.6 kept securely.

15.3 In entering into this Agreement Client is deemed to have given consent to the collection, processing and transfer of personal information.

15.3 Slingshot shall keep any personal information for the duration of this Agreement and thereafter such personal information shall be disposed of securely or retained, with the agreement of Client, for further production projects.

15.4 If Client fails to provide certain information when requested or to keep Slingshot up to date with changes to Client's information, Slingshot may not be able to perform the Services or ensure that the personal information it holds is accurate and up to date in accordance with 15.2.4.

15.5 In relation to Client information held by Slingshot under certain circumstances Client has the right by law to request access to it, to request correction to it, to request erasure of it, to object to processing of it, to request restricted processing of it and to request a transfer of it to another party. Client should contact Slingshot to make any such requests.

15.6 Slingshot will only use Client's information for the Services and will notify Client in the event that it needs to use the personal information for an unrelated purpose.

15.7 Slingshot may have to share Client's data with third parties such as sub-contractors and freelancers. Slingshot requires such third parties to respect the security of Client's data and to treat it in accordance with the Data Protection (Jersey) Law. Third parties will only process Client information in accordance with Slingshot's instructions and where such third parties have agreed to treat the information confidentially and securely.

15.8 Client's consent will be required for Slingshot to provide Client with marketing information after the completion of this Agreement.

15.9 Slingshot has procedures to deal with any suspected data security breach and will notify Client and the Information Commissioner of a suspected breach where legally required to do so.

**16. Notices**

16.1 Any notice or communication to be given pursuant to this Agreement shall be in writing, signed by or on behalf of the party giving it and shall be delivered to the other party personally or sent by pre-paid first-class post, recorded delivery, by commercial courier or by email to the person at the address or email address specified in the Proposal (or such other person, address or email address as that party may notify to the other).

16.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the third working day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next working day after transmission or the date shown on the read and delivery email receipt whichever is the first to occur.

**17 General**

17.1 This Agreement and the documents referred to in it, shall set out the entire agreement and understanding between the parties in connection with the subject matter and shall supersede and replace all documentation previously issued in respect of the same. Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

17.2 Client may not assign, transfer, charge or deal in any manner with all or any of its rights or obligations under this Agreement without the prior written consent of Slingshot. Slingshot may freely assign, transfer, charge or deal in any manner with all or any of its rights or obligations under this Agreement.

17.3 This Agreement does not constitute a contract of employment nor does it create, or be deemed to create, a partnership or joint venture or a relationship of principal and agent between the parties.

17.4 No third party shall have the benefit of or the right to enforce any term of this Agreement.

17.5 Any variation to this Agreement must be in writing and signed by the parties' respective authorised signatories.

17.6 The failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver thereof nor shall it preclude or restrict any further exercise of that or any other remedy. A waiver of any right or remedy provided under this Agreement or by law shall only be effective if in writing, expressly stated to be such and signed by all the parties to this Agreement.

17.7 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall to the extent required be severed and deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected.

**18 Governing Law and Jurisdiction**

18.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with the laws of the Island of Jersey.

18.2 Where Client is located outside Jersey and the Services are provided outside Jersey any dispute or claim arising out of or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the Jersey Courts.