

MPC ADVERTISING (UK)

Terms & Conditions of Business

1. INTERPRETATION

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

“Agreement” means the Quote, these Terms and any Contract for Services.

“Client” means the person, firm, company or other entity who has instructed MPC to carry out the Services (as defined below) as set out in this Agreement.

“Client Materials” means any goods, products and materials in whatever form (including all Intellectual Property Rights in the same) provided or made available by the Client to MPC for use in connection with this Agreement, and including any master tapes, film negative prints, sound tapes, video tapes or visual images or sound held in any media.

“Confidential Information” means such information as MPC may from time to time provide to the Client (in whatever form including orally, written, in electronic, tape, disk, physical or visual form) relating to this Agreement and the Works, and all know-how, trade secrets, tactical, scientific, statistical, financial, commercial or technical information of any kind disclosed by MPC to the Client whether in existence prior to the parties entering into this Agreement or which subsequently comes into existence, including any copies, reproductions, duplicates or notes in any form whatsoever.

“Contract for Services” means any subsequent contract for the provision of Services entered into between MPC and the Client pursuant to these Terms.

“Intellectual Property Rights” means copyright (including rights in computer software), database rights, design rights, moral rights, patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, and topography rights, know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, and all intellectual property rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.

“MPC” means The Moving Picture Company Limited, with offices located at 127 Wardour Street, London W1F 0NL, United Kingdom.

“MPC Intellectual Property” means all rights, including Intellectual Property Rights, in and to (i) MPC's proprietary underlying mechanical or electronic devices, software (in source code and object code), libraries, engines, subroutines, data, files, development tools and utilities (in source code and object code form), processes, know how, research and development, technologies and generic or stock elements not provided by Client, including any underlying models, rigging, and animation data and all Intellectual Property Rights in the foregoing, which were in existence prior to the parties entering into this Agreement or developed independently of this Agreement; (ii) any other materials, in whatever form (including documents, information, data and software), which were in existence prior to the parties entering into this Agreement or developed independently of this Agreement; and (iii) any subsequent modification thereto or enhancement thereof.

“Quote” means a quote presented by MPC in respect of Services to be provided to the Client.

“Services” means the services to be provided by MPC for the Client pursuant to this Agreement, and includes the Works (as defined below) arising out of the Services.

“Terms” means these terms and conditions of business.

“Value Added Tax” means value added tax as provided for in the Value Added Tax Act 1994 and legislation (or purported legislation and whether delegated or otherwise) supplemental thereto, and in any tax similar or equivalent to value added tax imposed by any country other than the United Kingdom and any similar or turnover tax replacing or introduced in addition to any of the same.

“Works” means the products and materials created, developed and produced by MPC for the Client pursuant to this Agreement.

- 1.2 Headings used in these Terms are purely for ease of reference and do not form any part of or affect the interpretation of these Terms.
- 1.3 The words **“include”** and **“including”** shall not be construed restrictively.
- 1.4 Any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. FORMATION OF CONTRACT

- 2.1 The Services will be carried out in accordance with these Terms, any Quote, and any subsequent Contract for Services to the exclusion of any other terms and conditions the Client seeks to impose whether orally or in writing, unless agreed otherwise in writing by the parties.
- 2.2 All representations, conditions or warranties, or other terms concerning the Services which might otherwise be implied or incorporated in this Agreement, whether by statute, common law or otherwise are, to the maximum extent permitted by law, excluded from this Agreement or any variation thereof, unless expressly accepted by MPC in writing.
- 2.3 No employee, consultant, freelancer or agent of MPC has the power to vary these Terms orally or in writing, or to make any statement or representation about the Services offered, their fitness for any purpose or any other matter.
- 2.4 Upon requesting Services from MPC, the Client shall be deemed to have accepted these Terms and these Terms shall become binding as between the Client and MPC, notwithstanding the absence of any formal acknowledgement.
- 2.5 The Client and MPC may enter into a Contract for Services which will constitute a separate binding contract between the parties which shall incorporate (with any necessary changes) these Terms. In the case of any conflict or inconsistency between these Terms and any subsequent Contract for Services, these Terms shall take precedence.

3. PRICES AND TERMS OF PAYMENT

- 3.1 MPC will invoice the Client for the prices quoted in respect of Services to be provided at the times set out in the relevant Quote or Contract for Services. Unless otherwise mutually agreed in writing, MPC’s quoted prices are for services and materials requiring standard procedures based upon the use of MPC facilities and personnel during normal working hours.
- 3.2 MPC shall be entitled to make an adjustment to any quoted prices in the event that additional costs are incurred, or likely to be incurred, by reason of:
 - 3.2.1 the Client Materials (or any part thereof) being, in the reasonable opinion of MPC, in any way defective, in an unsuitable format (or a different format to that which MPC is expecting to receive the same) or of unsuitable quality for normal processing;

- 3.2.2 any information supplied by the Client or any third party in connection with this Agreement and the Services being inaccurate or incomplete, or failing to give MPC a full and accurate indication of the work involved and/or time and resources required;
 - 3.2.3 changes by the Client or any third party in its requirements for the Services or Works;
 - 3.2.4 exceptional circumstances outside the control of MPC, including currency fluctuations and changes in third party costs; or
 - 3.2.5 failure to timely provide any final instructions or Client approvals.
- 3.3 Subject to clause 3.4 and unless otherwise agreed by MPC in writing, all invoices rendered by MPC are payable within 28 days of the date of invoice and any interim invoices are payable within 7 days of the date of invoice.
- 3.4 MPC expressly reserves the right, at its sole option, to require payment by instalments during the performance of this Agreement and/or to require payment of all amounts due to MPC in respect of Works to be provided prior to delivery of such Works.
- 3.5 The Client shall pay all amounts owing to MPC in full and shall not exercise any rights of set off or counterclaim against invoices submitted.
- 3.6 Payment of all amounts shall only be made in the currency in which they are invoiced and shall not be subject to any deductions or charges whatsoever.
- 3.7 In the event of default in payment by the Client under this Agreement, MPC shall be entitled, without prejudice to any of its other rights or remedies, to suspend any further performance of the Services without notice and to charge interest on any amount outstanding at the rate of 4% above the base rate of Royal Bank of Scotland from time to time (accruing from day to day both before and after judgment), from the due date of payment to the actual date of payment. Client agrees to pay all reasonable costs and expenses (including attorneys' fees) incurred by MPC, in connection with the collection of any monies owed by Client to MPC.
- 3.8 All sums payable under this Agreement are exclusive of (a) any sales, use, Value Added Tax, customs, duties, exhibition and any other duty or taxes, imposed by any foreign, federal, state, provincial, municipal or other governmental authority in respect of any item of Work or the Services to be furnished by MPC to Client, which shall (if and to the extent applicable) be payable by the Client at the rate and in the manner from time to time prescribed by law and (b) any freight and delivery charges and any other services that are not expressly included in the applicable Quote or Contract for Services.
- 3.9 The Client shall pay any withholding tax or other similar taxes applicable for the Services or otherwise required by law to be deducted from any payment by the Client to MPC pursuant to this Agreement. Should the Client be required to pay any such withholding or make such deduction on account of tax, the Client shall pay such additional amount as will ensure that MPC receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received had no such withholding or deduction been required. The Client shall indemnify MPC against all costs, claims, expenses (including reasonable legal expenses) and/or proceedings arising out of or in connection with such payments. The Client and MPC shall cooperate in good faith to respond to any query from the applicable tax authorities in connection with withholding tax or other similar taxes and shall each make available to the other any information or documents and all relevant approvals or authorisations which the applicable tax authorities may reasonably require.
- 3.10 Any Client requests for revisions, additions or deletions to the Services ordered by Client or changes in the schedule for the Services (collectively, "**Modifications**"), shall be negotiated in good faith by the parties, and performed in accordance with the terms of one or more mutually agreed additional or updated estimates, bids, work orders, purchase orders, overages, statements of work, Quotes or Contracts for Services, whether by email or in writing (collectively, "**Change Order(s)**"), each of which shall set forth the Modifications, the increase or decrease, if any, in the compensation to be paid to MPC occasioned by such Modifications, any

changes to the schedule to complete such Modifications and any other proposed changes or known impacts to any other terms, conditions or assumptions in this Agreement, as mutually agreed in writing by the Client and MPC.

4. PERFORMANCE AND DELIVERY

4.1 Unless otherwise agreed in writing between the parties, all times specified in a Quote or Contract for Services for performance of the Services and delivery of the Works are given in good faith but are not guaranteed by MPC.

4.2 Notwithstanding that MPC and the Client may have agreed that time is of the essence in respect of specified Services or Works, the time for performance of the Services or delivery of the Works shall in every case be dependent upon prompt receipt of all necessary information, materials (including Client Materials), final instructions and/or approvals from the Client. The Client acknowledges and agrees that any changes to its requirements and/or the occurrence of any of the circumstances in clause 3.2 or this clause 4.2 may result in delay in performance or delivery, for which MPC shall not be liable.

4.3 Where the Works are to be delivered electronically, the Client acknowledges and agrees that:

4.3.1 electronic delivery is not a completely secure medium of communication and that an unauthorised third party may intercept, tamper with or delete the Works to be delivered electronically; and

4.3.2 electronic delivery may involve reliance upon third party providers and data carriers, over which MPC has no control.

4.4 MPC shall not be responsible for and shall have no liability to the Client or any third party for:

4.4.2 any delay in delivery or any non-receipt of any Works delivered electronically;

4.4.3 any loss or damage (including loss of data) that results from any person gaining unauthorised access to any Works delivered electronically;

4.4.4 use or disclosure of any data obtained by any third party as a result of that third party gaining unauthorised access to any Works delivered electronically; and

4.4.5 any loss or damage resulting from any malfunction of or the introduction of any viruses, worms, logic bombs, time locks, time bombs, trojan horses and/or bugs to any equipment and/or software used to effect and/or receive any Works delivered electronically.

5. INTELLECTUAL PROPERTY

5.1 The Client acknowledges that MPC (or its third party licensors) owns, and shall retain ownership of, the MPC Intellectual Property, and MPC shall not at any time be required to deliver, license or grant any rights to the Client any of the MPC Intellectual Property whatsoever.

5.2 The Client acknowledges and agrees that if in the course of performing the Services (including any processing or production of materials on behalf of the Client) MPC: (a) discovers or devises any techniques or know-how or (b) creates any mechanical or electronic devices, software (in source code and object code), libraries, engines, subroutines, data, files, development tools and utilities (in source code and object code form), or any underlying models, rigging, and animation data to provide the Services, all rights of every kind in and to the foregoing shall belong to and vest in MPC and shall be deemed to be MPC Intellectual Property for the purposes of this Agreement.

5.3 MPC shall retain ownership and possession of, and all rights (including all MPC Intellectual Property Rights) in and to, any original character design, ideas or concepts presented or created by MPC in relation to this Agreement, unless otherwise agreed in writing by the parties. Where the Client requires a licence to use any

such original character design, ideas or concepts, for whatever purpose, the terms of such licence shall be agreed by the parties in writing pursuant to a Quote and/or any subsequent Contract for Services.

- 5.4 Subject to clauses 5.1 to 5.3 above and any other terms agreed pursuant to a Quote or Contract for Services, all title and Intellectual Property Rights in and to the Works (excluding MPC Intellectual Property), shall pass to the Client only upon the Client paying to MPC all sums due and payable under this Agreement. To the extent required, the parties may agree on terms for the licence of MPC's Intellectual Property (or any part of it) incorporated into the Works, to enable the Client to receive the benefit of the Works.
- 5.5 The Client hereby grants to MPC a perpetual, non-exclusive, transferable, sub-licensable, royalty-free licence to use the Client Materials to the extent necessary for MPC and/or its suppliers to provide the Services and the Works.
- 5.6 The Client acknowledges and agrees that Intellectual Property Rights in and to underlying materials processed by MPC in the performance of the Services and/or embodied in the Works may be owned by third parties and that the use by the Client of the Works shall be subject always to the Client obtaining any and all necessary licences and consents from the relevant underlying rights' owner(s).

6. CONFIDENTIALITY

- 6.1 Where Confidential Information has been disclosed to the Client, the Client acknowledges that such Confidential Information has been disclosed in confidence, may have considerable value and is of significant importance to MPC.
- 6.2 The Client further acknowledges that MPC makes no representation with respect to the accuracy or completeness of any Confidential Information, except to the extent agreed by MPC in writing.
- 6.3 The Client agrees to keep the Confidential Information, including any MPC Intellectual Property provided to the Client pursuant to clause 5, in complete confidence and not to disclose it to any third party. Save as expressly permitted under this Agreement, the Client shall not use, copy in whole or in part, modify or adapt the Confidential Information in any way without MPC's prior written consent, which may be given or withheld in its absolute discretion.
- 6.4 The Client may use the Confidential Information only for the purposes contemplated by this Agreement and for no other purpose. The Client may disclose the Confidential Information to such of its officers, employees and agents to whom disclosure is necessary for the performance of its obligations under this Agreement provided the Client shall ensure such officers, employees and agents observe the obligations of confidentiality imposed by this clause 6 and the Client shall be liable for any failure by them to do so.
- 6.5 The Client shall not be in breach of this clause 6 if it discloses Confidential Information where such disclosure is required by law, regulation or order of a competent authority provided that MPC is given, where possible, reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 6.6 The Client acknowledges that any breach of its confidentiality obligations under this clause 6 would cause MPC irreparable and unquantifiable damage and that MPC shall be entitled to apply for and obtain (without prejudice to any other rights or remedies available to MPC in contract or at law) interlocutory and/or final injunctive or other equitable relief against or in respect of any actual or threatened breach of this clause 6 by the Client.
- 6.7 On receipt of a written demand, the Client shall return to MPC, or destroy at MPC's option, any and all written documents or materials containing Confidential Information, together with all copies thereof, and if MPC should so require the Client shall, when returning documents or materials, provide to MPC a certification or statutory declaration duly executed by an officer of the Client confirming that, to the best of the declarant's knowledge, information and belief, the Client has complied with all of its obligations under this clause 6.

7. CANCELLATION AND VARIATION

- 7.1 Except where otherwise stated in a Quote or Contract for Services, this Agreement will expire on completion of the Services to be provided pursuant to it.
- 7.2 This Agreement (and any Services to be provided under it) may only be cancelled with the written consent of MPC and in accordance with these Terms (and if applicable, the terms of any subsequent Contract for Services). The giving of consent shall not in any way prejudice MPC's right to recover from the Client full compensation for any loss or expense arising from such cancellation of this Agreement.
- 7.3 Notwithstanding clause 7.2 and without prejudice to any other rights or remedies available to MPC, the Client may give MPC written notice of cancellation of this Agreement (and any Services to be provided thereunder), provided that where such notice is received by MPC:
- 7.3.1 less than 24 hours prior to the date for performance or the commencement of performance of the relevant Services (the "**Target Date**"), MPC shall be entitled to charge the Client the full price specified in the Quote or the relevant Contract for Services or, if none is stated, the applicable amount chargeable to the Client based on MPC's rate card current at the Target Date; and
- 7.3.2 less than five working days but more than 24 hours prior to the applicable Target Date, MPC shall be entitled to charge the Client one half of the full price specified in the Quote or the relevant Contract for Services or, if none is stated, one half of the applicable amount that chargeable to the Client based on MPC's rate card current at the Target Date,

in each case reflecting the fact that MPC is unlikely to be able to secure an order for the Services and/or to reallocate the resources allocated to the Client's order within the specified timeframes.

- 7.4 MPC may cancel this Agreement (and any Services to be provided under it) at any time on written notice to the Client. Cancellation under this clause shall be without prejudice to any other rights or remedies available to MPC (including the right of MPC to recover payment from the Client for any Services provided).
- 7.5 Any provisions of this Agreement which by their nature are intended to survive cancellation or expiration (including clause 6 (Confidentiality) and clause 8 (Liability and Indemnity)) shall remain in full force and effect notwithstanding any cancellation or expiration of this Agreement.

8. LIABILITY AND INDEMNITY

- 8.1 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.
- 8.2 Subject to clause 8.1 and without prejudice to any other provision of these Terms, the Client agrees that:
- 8.2.1 this Agreement states the full extent of MPC's obligations and liabilities in respect of the Works and performance of the Services;
- 8.2.2 UNDER NO CIRCUMSTANCES SHALL MPC BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE OR BUSINESS PROFITS, BUSINESS INTERRUPTION, DEPLETION OF GOODWILL, LOSS OF USE OR CORRUPTION OF DATA OR SOFTWARE, WHETHER ON A DIRECT OR INDIRECT BASIS;
- 8.2.3 MPC's entire liability for any direct loss suffered by the Client under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall, subject to the limitations expressly set forth herein, not exceed the fees paid by the Client in accordance with this Agreement; and

8.2.4 this clause 8.2 is reasonable and necessary in the circumstances and, having regard to that fact, does not take effect harshly or unreasonably against the Client.

8.3 The Client shall indemnify and hold harmless MPC and its parent companies, affiliates and subsidiaries and their respective officers, directors, employees and agents (collectively, “**MPC Indemnitees**”) from and against all claims, judgements or proceedings and all costs, liabilities, losses, expenses and damages of any kind (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by, any of the MPC Indemnitees as a result of or in connection with:

8.3.1 any defamatory, slanderous or libelous matter or invasion of privacy or any infringement or alleged infringement of a third party’s Intellectual Property Rights or other rights arising out of the supply or use of the Client Materials in relation to the Works and/or in the course of carrying out the Services;

8.3.2 any damage to property caused by MPC in the course of carrying out the Services as a result of any act or omission of the Client (including its officers, employees, consultants, freelancers and agents);

8.3.3 the publication, processing, use, distribution and/or exhibition of the Client Materials;

8.3.4 MPC carrying out any of Client’s written instruction(s) or following the written instructions of Client (including, but not limited to, any claim that Client does not have full and lawful authority to place or authorize MPC to execute an order with MPC in respect of the Client Materials); and

8.3.5 any breach by the Client, including its officers, employees, consultants, freelancers and agents, of any of these Terms or the terms of any Contract for Services.

8.4 Clause 8.3 above shall apply whether the Client, or its officers, employees, consultants, freelancers or agents, have been negligent or otherwise.

8.5 Any recommendations or suggestions by MPC relating to the use of the Works are given in good faith but it is for the Client to satisfy itself of the suitability of the Works for its own particular purpose. Accordingly, unless otherwise expressly agreed in writing, MPC gives no warranty as to the fitness of the Works for any particular purpose, even though that purpose may be specified in the applicable Quote or Contract for Services, and any implied warranty or condition (statutory or otherwise) to that effect is excluded.

8.6 Each party will only look to the other party and not to any director, officer, employee, consultant, freelancer or agent of the other party for satisfaction of any claim, demand or cause of action for damages, injuries or losses incurred as a result of the other party’s action or inaction.

9. INSURANCE

The Client shall maintain and keep effective at all times insurance policies with reputable insurers as are sufficient to protect the Client against any loss or liability which it may incur or suffer arising out of this Agreement, including insurance which covers the Client for any damage or loss for which MPC is not liable pursuant to the these Terms, and which protects the Client against any accidental loss, damage or destruction to any Client Materials or any other materials of any kind supplied by the Client to MPC whilst in the possession or control of MPC. MPC may at any time request the Client to provide copies or certificates of insurance or other evidence to prove compliance with this clause.

10. STORAGE OF CLIENT MATERIALS

10.1 MPC shall be under no liability whatsoever in respect of any loss or damage to or destruction of the Client Materials (whether such Client Materials are in the possession of MPC or otherwise) and it is the Client’s responsibility to ensure that it has appropriate back-up copies of all Client Materials.

- 10.2 In accordance with clause 9 above, the Client shall insure all Client Materials to their full value against all risks. Client hereby waives all rights of subrogation with respect to losses covered by its insurance policies or coverage.
- 10.3 The Client shall provide details to MPC for the return of the Client Materials within two (2) months from the date of confirmation of a Quote or Contract for Services, as applicable. If the Client does not provide MPC with details for the return of the Client Materials, MPC shall send the Client Materials to its archive upon completion of the Services and MPC shall be entitled to charge the Client reasonable storage charges for doing so. If Client fails to remove the Client Materials and Works, MPC may dispose of the same without liability to Client or any other person.
- 10.4 Where Client Materials are supplied or specific instructions are given by the Client, MPC accepts no liability for any reduction in the quality of the Services caused by defects or errors in or the unsuitability of such Client Materials or by MPC's use of the Client Materials or adherence to any of the Client's specific instructions.

11. CUSTOMER INPUT AND ACCESS TO/USE OF MPC'S PREMISES, CONTENT AND EQUIPMENT

- 11.1 The Client shall be solely responsible for ensuring that all information, advice and recommendations given to MPC either directly or indirectly by the Client or by the Client's employees, consultants, freelancers or agents are accurate, correct and suitable. Acceptance of or use by MPC of such information, advice or recommendations shall in no way limit the Client's responsibility hereunder, unless MPC specifically agrees in writing to accept responsibility.
- 11.2 The Client hereby undertakes to MPC to ensure that all of its personnel (including its employees, consultants, freelancers and agents) who at any time have access to any premises occupied by MPC or at which any of MPC's equipment shall be kept, shall at all times:
- 11.2.1 observe all rules, policies and regulations in force at the applicable premises, including all health and safety regulations and any rules governing the use of equipment and/or facilities at the applicable premises; and
 - 11.2.2 keep confidential and not divulge or communicate or make any use of any Confidential Information which the applicable person shall become aware of as a result of being present at the applicable premises.

12. PUBLICITY

- 12.1 MPC may publicise, advertise and market the Works on its website(s), social media site(s), blog(s), in pitches to third parties, in connection with any appropriate industry awards, or in any other manner, as MPC may in its sole discretion decide, without the prior written consent of the Client.
- 12.2 The Client hereby grants to MPC a perpetual and royalty-free licence to use the Works throughout the world for the purposes of clause 12.1 above and in order for MPC to promote its business by whatever means it sees fit.

13. DATA PROTECTION

- 13.1 MPC is an authorised data controller for the purposes of the Data Protection Act 1998 (the "Act") under registration number Z54390974.
- 13.2 The Client acknowledges that in the course of its dealings with MPC, MPC may acquire personal data which relates to the Client and/or any of its employees, consultants, freelancers or agents and the Client hereby consents to MPC, in accordance with its authorisation and the Act, collecting, storing, processing and transferring to third parties such personal data. The Client further consents to the sale or transfer by MPC of such personal data in connection with an assignment or transfer of any of its assets and its disclosure in compliance with any rule of law or order of competent authority.

13.3 The Client's consents pursuant to this clause 13 are given by it for itself and on behalf of its employees, consultants, freelancers and agents (if any) and the Customer hereby warrants to MPC that it has the authority to give such consent on behalf of those persons.

14. BRIBERY

The Client shall, and shall ensure its officers, employees, consultants, freelancers and agents, comply with all laws relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 (the "**Bribery Act**") in all matters relating to this Agreement, and shall not (i) engage in any activity, practice or conduct which would constitute an offence under the Bribery Act if such activity, practice or conduct had been carried out in the UK; or (ii) do or suffer anything to be done which would cause MPC to contravene the Bribery Act.

15. INSOLVENCY

If the Client shall become bankrupt, or under the provisions of Section 123 of the Insolvency Act 1986, shall be deemed to be unable to pay its debts or compounds with its creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Client (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager or Administrative Receiver is appointed of all or any part of its assets or undertaking, MPC shall be entitled to cancel this Agreement in whole or in part by notice in writing, without prejudice to any right or remedy accrued or accruing to MPC.

16. FORCE MAJEURE

In the event of the Services being prevented, delayed, or in any way interfered with by any act of government, war, industrial dispute, strike, breakdown of machinery or equipment, accident, fire or by any other cause beyond MPC's control, MPC may, at its option, suspend performance of or cancel this Agreement, without liability to the Client for any resulting damage or loss, such suspension or cancellation being without prejudice to MPC's right to recover all sums owing to it in respect of Services and Works delivered and costs incurred up to the date of suspension or cancellation.

17. SUB-CONTRACTORS

MPC shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under this Agreement.

18. GENERAL

18.1 Variation: No variation of this Agreement (including any of the Services or Works to be provided hereunder) shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

18.2 Waiver: A waiver of any right or remedy under this Agreement is effective only if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy.

18.3 Severance: If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the provisions of this Agreement shall not be affected.

18.4 Relationship: No partnership or joint venture is intended or created by this Agreement and neither party shall have authority to act as agent for, to bind, the other party.

18.5 Rights of Third Parties: A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 18.6 Assignment: The Client may not assign this Agreement, by operation of law or otherwise, without the prior written consent of MPC.
- 18.7 Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
- 18.8 Notices: Any notice or other communication required to be given under this Agreement or otherwise in writing may be sent by email or by first class pre-paid post to: c/o MPC Advertising, 6040 Sunset Blvd, 5th Floor, Hollywood, California 90028, Attn: General Counsel. Any notice sent by first class post shall be deemed received two working days after the date of posting. Any notice sent by e-mail shall be deemed received on the next business day after the date of delivery.
- 18.9 Trademarks and Intellectual Property. This Agreement does not grant either party a license to, ownership in or the right to use the other party's trademarks, trade names, service marks, copyrights, patents or other intellectual property.

19. GOVERNING LAW AND JURISDICTION

This Agreement or any dispute relating to its subject matter shall be governed by and construed exclusively in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Court of England and Wales.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

MPC ADVERTISING (US)

Terms & Conditions of Business

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“Confidential Information” means such information as MPC may from time to time provide to the Client (in whatever form including orally, written, in electronic, tape, disk, physical or visual form) relating to this Agreement and the Works, and all know-how, trade secrets, tactical, scientific, statistical, financial, commercial or technical information of any kind disclosed by MPC to the Client whether in existence prior to the parties entering into this Agreement or which subsequently comes into existence, including any copies, reproductions, duplicates or notes in any form whatsoever.

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“Intellectual Property Rights” means copyright (including rights in computer software), database rights, design rights, moral rights, patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, and topography rights, know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, and all intellectual property rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any of the rights and forms of protection mentioned in this definition.

“MPC” means (a) MPC LA, a division of Technicolor Creative Services USA, Inc., with offices located at 1437 Fourth Street, 4th Floor, Santa Monica, California 90401, and (b) MPC NY, a division of Technicolor Creative Services USA, Inc., with offices located at 434 Broadway, 9th Floor, New York City, New York 10013.

“MPC Intellectual Property” means all rights, including Intellectual Property Rights, in and to (i) MPC’s proprietary underlying mechanical or electronic devices, software (in source code and object code), libraries, engines, subroutines, data, files, development tools and utilities (in source code and object code form), processes, know how, research and development, technologies and generic or stock elements not provided by Client, including any underlying models, rigging, and animation data and all Intellectual Property Rights in the foregoing, which were in existence prior to the parties entering into this Agreement or developed independently of this Agreement; (ii) any other materials, in whatever form (including documents, information, data and software), which were in existence prior to the parties entering into this Agreement or developed independently of this Agreement; and (iii) any subsequent modification thereto or enhancement thereof.

“Quote” means a quote presented by MPC in respect of Services to be provided to the Client.

“Services” means the services to be provided by MPC for the Client pursuant to this Agreement, and includes the Works (as defined below) arising out of the Services.

“**Terms**” means these terms and conditions of business.

“**Works**” means the products and materials created, developed and produced by MPC for the Client pursuant to this Agreement.

- 1.2 Headings used in these Terms are purely for ease of reference and do not form any part of or affect the interpretation of these Terms.
- 1.3 The words “**include**” and “**including**” shall not be construed restrictively.
- 1.4 Any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. FORMATION OF CONTRACT

- 2.1 The Services will be carried out in accordance with these Terms, any Quote, and any subsequent Contract for Services to the exclusion of any other terms and conditions the Client seeks to impose whether orally or in writing, unless agreed otherwise in writing by the parties.
- 2.2 All representations, conditions or warranties, or other terms concerning the Services which might otherwise be implied or incorporated in this Agreement, whether by statute, common law or otherwise are, to the maximum extent permitted by law, excluded from this Agreement or any variation thereof, unless expressly accepted by MPC in writing.
- 2.3 No employee, consultant, freelancer or agent of MPC has the power to vary these Terms orally or in writing, or to make any statement or representation about the Services offered, their fitness for any purpose or any other matter.
- 2.4 Upon requesting Services from MPC, the Client shall be deemed to have accepted these Terms and these Terms shall become binding as between the Client and MPC, notwithstanding the absence of any formal acknowledgement.
- 2.5 The Client and MPC may enter into a Contract for Services which will constitute a separate binding contract between the parties which shall incorporate (with any necessary changes) these Terms. In the case of any conflict or inconsistency between these Terms and any subsequent Contract for Services, these Terms shall take precedence.

3. PRICES AND TERMS OF PAYMENT

- 3.1 MPC will invoice the Client for the prices quoted in respect of Services to be provided at the times set out in the relevant Quote or Contract for Services. Unless otherwise mutually agreed in writing, MPC’s quoted prices are for services and materials requiring standard procedures based upon the use of MPC facilities and personnel during normal working hours.
- 3.2 MPC shall be entitled to make an adjustment to any quoted prices in the event that additional costs are incurred, or likely to be incurred, by reason of:
 - 3.2.1 the Client Materials (or any part thereof) being, in the reasonable opinion of MPC, in any way defective, in an unsuitable format (or a different format to that which MPC is expecting to receive the same) or of unsuitable quality for normal processing;
 - 3.2.2 any information supplied by the Client or any third party in connection with this Agreement and the Services being inaccurate or incomplete, or failing to give MPC a full and accurate indication of the work involved and/or time and resources required;
 - 3.2.3 changes by the Client or any third party in its requirements for the Services or Works;

- 3.2.4 exceptional circumstances outside the control of MPC, including currency fluctuations and changes in third party costs; or
- 3.2.5 failure to timely provide any final instructions or Client approvals.
- 3.3 Subject to clause 3.4 and unless otherwise agreed by MPC in writing, all invoices rendered by MPC are payable within 28 days of the date of invoice and any interim invoices are payable within 7 days of the date of invoice.
- 3.4 MPC expressly reserves the right, at its sole option, to require payment by instalments during the performance of this Agreement and/or to require payment of all amounts due to MPC in respect of Works to be provided prior to delivery of such Works.
- 3.5 The Client shall pay all amounts owing to MPC in full and shall not exercise any rights of set off or counterclaim against invoices submitted.
- 3.6 Payment of all amounts shall only be made in the currency in which they are invoiced and shall not be subject to any deductions or charges whatsoever.
- 3.7 In the event of default in payment by the Client under this Agreement, MPC shall be entitled, without prejudice to any of its other rights or remedies, to suspend any further performance of the Services without notice and to charge interest on any amount outstanding at the rate of the lesser of one and one-half percent (1.5 %) per month or the highest amount permitted by law, from the due date of payment to the actual date of payment. Client agrees to pay all reasonable costs and expenses (including attorneys' fees) incurred by MPC, in connection with the collection of any monies owed by Client to MPC.
- 3.8 All sums payable under this Agreement are exclusive of (a) any sales, use, value added, customs, duties, exhibition and any other duty or taxes imposed by any foreign, federal, state, provincial, municipal or other governmental authority in respect of any item of Work or the Services to be furnished by MPC to Client, which shall (if and to the extent applicable) be payable by the Client at the rate and in the manner from time to time prescribed by law and (b) any freight and delivery charges and any other services that are not expressly included in the applicable Quote or Contract for Services.
- 3.9 The Client shall pay any withholding tax or other similar taxes applicable for the Services or otherwise required by law to be deducted from any payment by the Client to MPC pursuant to this Agreement. Should the Client be required to pay any such withholding or make such deduction on account of tax, the Client shall pay such additional amount as will ensure that MPC receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received had no such withholding or deduction been required. The Client shall indemnify MPC against all costs, claims, expenses (including reasonable legal expenses) and/or proceedings arising out of or in connection with such payments. The Client and MPC shall cooperate in good faith to respond to any query from the applicable tax authorities in connection with withholding tax or other similar taxes and shall each make available to the other any information or documents and all relevant approvals or authorizations which the applicable tax authorities may reasonably require.
- 3.10 Any Client requests for revisions, additions or deletions to the Services ordered by Client or changes in the schedule for the Services (collectively, "**Modifications**"), shall be negotiated in good faith by the parties, and performed in accordance with the terms of one or more mutually agreed additional or updated estimates, bids, work orders, purchase orders, overages, statements of work, Quotes or Contracts for Services, whether by email or in writing (collectively, "**Change Order(s)**"), each of which shall set forth the Modifications, the increase or decrease, if any, in the compensation to be paid to MPC occasioned by such Modifications, any changes to the schedule to complete such Modifications and any other proposed changes or known impacts to any other terms, conditions or assumptions in this Agreement, as mutually agreed in writing by the Client and MPC.

4. PERFORMANCE AND DELIVERY

- 4.1 Unless otherwise agreed in writing between the parties, all times specified in a Quote or Contract for Services for performance of the Services and delivery of the Works are given in good faith but are not guaranteed by MPC.
- 4.2 Notwithstanding that MPC and the Client may have agreed that time is of the essence in respect of specified Services or Works, the time for performance of the Services or delivery of the Works shall in every case be dependent upon prompt receipt of all necessary information, materials (including Client Materials), final instructions and/or approvals from the Client. The Client acknowledges and agrees that any changes to its requirements and/or the occurrence of any of the circumstances in clause 3.2 or this clause 4.2 may result in delay in performance or delivery, for which MPC shall not be liable.
- 4.3 Where the Works are to be delivered electronically, the Client acknowledges and agrees that:
- 4.3.1 electronic delivery is not a completely secure medium of communication and that an unauthorized third party may intercept, tamper with or delete the Works to be delivered electronically; and
- 4.3.2 electronic delivery may involve reliance upon third party providers and data carriers, over which MPC has no control.
- 4.4 MPC shall not be responsible for and shall have no liability to the Client or any third party for:
- 4.4.2 any delay in delivery or any non-receipt of any Works delivered electronically;
- 4.4.3 any loss or damage (including loss of data) that results from any person gaining unauthorized access to any Works delivered electronically;
- 4.4.4 use or disclosure of any data obtained by any third party as a result of that third party gaining unauthorized access to any Works delivered electronically; and
- 4.4.5 any loss or damage resulting from any malfunction of or the introduction of any viruses, worms, logic bombs, time locks, time bombs, trojan horses and/or bugs to any equipment and/or software used to effect and/or receive any Works delivered electronically.

5. INTELLECTUAL PROPERTY

- 5.1 The Client acknowledges that MPC (or its third party licensors) owns, and shall retain ownership of, the MPC Intellectual Property, and MPC shall not at any time be required to deliver, license or grant any rights to the Client any of the MPC Intellectual Property whatsoever.
- 5.2 The Client acknowledges and agrees that if in the course of performing the Services (including any processing or production of materials on behalf of the Client) MPC: (a) discovers or devises any techniques or know-how; or (b) creates any mechanical or electronic devices, software (in source code and object code), libraries, engines, subroutines, data, files, development tools and utilities (in source code and object code form), or any underlying models, rigging, and animation data to provide the Services, all rights of every kind in and to the foregoing shall belong to and vest in MPC and shall be deemed to be MPC Intellectual Property for the purposes of this Agreement.
- 5.3 MPC shall retain ownership and possession of, and all rights (including all MPC Intellectual Property Rights) in and to, any original character design, ideas or concepts presented or created by MPC in relation to this Agreement, unless otherwise agreed in writing by the parties. Where the Client requires a license to use any such original character design, ideas or concepts, for whatever purpose, the terms of such license shall be agreed by the parties in writing pursuant to a Quote and/or any subsequent Contract for Services.
- 5.4 Subject to clauses 5.1 to 5.3 above and any other terms agreed pursuant to a Quote or Contract for Services, all title and Intellectual Property Rights in and to the Works (excluding MPC Intellectual Property), shall pass to the Client only upon the Client paying to MPC all sums due and payable under this Agreement. To

the extent required, the parties may agree on terms for the license of MPC's Intellectual Property (or any part of it) incorporated into the Works, to enable the Client to receive the benefit of the Works.

- 5.5 The Client hereby grants to MPC a perpetual, non-exclusive, transferable, sub-licensable, royalty-free license to use the Client Materials to the extent necessary for MPC and/or its suppliers to provide the Services and the Works.
- 5.6 The Client acknowledges and agrees that Intellectual Property Rights in and to underlying materials processed by MPC in the performance of the Services and/or embodied in the Works may be owned by third parties and that the use by the Client of the Works shall be subject always to the Client obtaining any and all necessary licenses and consents from the relevant underlying rights' owner(s).

6. CONFIDENTIALITY

- 6.1 Where Confidential Information has been disclosed to the Client, the Client acknowledges that such Confidential Information has been disclosed in confidence, may have considerable value and is of significant importance to MPC.
- 6.2 The Client further acknowledges that MPC makes no representation with respect to the accuracy or completeness of any Confidential Information, except to the extent agreed by MPC in writing.
- 6.3 The Client agrees to keep the Confidential Information, including any MPC Intellectual Property provided to the Client pursuant to clause 5, in complete confidence and not to disclose it to any third party. Except as expressly permitted under this Agreement, the Client shall not use, copy in whole or in part, modify or adapt the Confidential Information in any way without MPC's prior written consent, which may be given or withheld in its absolute discretion.
- 6.4 The Client may use the Confidential Information only for the purposes contemplated by this Agreement and for no other purpose. The Client may disclose the Confidential Information to such of its officers, employees and agents to whom disclosure is necessary for the performance of its obligations under this Agreement provided the Client shall ensure such officers, employees and agents observe the obligations of confidentiality imposed by this clause 6 and the Client shall be liable for any failure by them to do so.
- 6.5 The Client shall not be in breach of this clause 6 if it discloses Confidential Information where such disclosure is required by law, regulation or order of a competent authority provided that MPC is given, where possible, reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 6.6 The Client acknowledges that any breach of its confidentiality obligations under this clause 6 would cause MPC irreparable and unquantifiable damage and that MPC shall be entitled to seek and obtain (without prejudice to any other rights or remedies available to MPC in contract or at law) injunctive or other equitable relief against or in respect of any actual or threatened breach of this clause 6 by the Client.
- 6.7 On receipt of a written demand, the Client shall return to MPC, or destroy at MPC's option, any and all written documents or materials containing Confidential Information, together with all copies thereof, and if MPC should so require the Client shall, when returning documents or materials, provide to MPC a certification duly executed by an officer of the Client confirming that the Client has complied with all of its obligations under this clause 6.

7. TERMINATION AND CANCELLATION

- 7.1 Except where otherwise stated in a Quote or Contract for Services, this Agreement will expire on completion of the Services to be provided pursuant to it.
- 7.2 This Agreement (and any Services to be provided under it) may only be cancelled or terminated with the written consent of MPC and in accordance with these Terms (and if applicable, the terms of any subsequent Contract for Services). The giving of consent shall not in any way prejudice MPC's right to recover from the

Client full compensation for any loss or expense arising from such cancellation or termination of this Agreement.

7.3 Notwithstanding clause 7.2 and without prejudice to any other rights or remedies available to MPC, the Client may give MPC written notice of cancellation or termination of this Agreement (and any Services to be provided thereunder), provided that where such notice is received by MPC:

7.3.1 less than 24 hours prior to the date for performance or the commencement of performance of the relevant Services (the "**Target Date**"), MPC shall be entitled to charge the Client the full price specified in the Quote or the relevant Contract for Services or, if none is stated, the applicable amount chargeable to the Client based on MPC's rate card current at the Target Date; and

7.3.2 less than five working days but more than 24 hours prior to the applicable Target Date, MPC shall be entitled to charge the Client one half of the full price specified in the Quote or the relevant Contract for Services or, if none is stated, one half of the applicable amount that chargeable to the Client based on MPC's rate card current at the Target Date,

in each case reflecting the fact that MPC is unlikely to be able to secure an order for the Services and/or to reallocate the resources allocated to the Client's order within the specified timeframes.

7.4 MPC may terminate this Agreement (and any Services to be provided under it) at any time on written notice to the Client. Termination under this clause shall be without prejudice to any other rights or remedies available to MPC (including the right of MPC to recover payment from the Client for any Services provided).

7.5 Any provisions of this Agreement which by their nature are intended to survive cancellation, termination or expiration (including clause 6 (Confidentiality) and clause 8 (Liability and Indemnity)) shall remain in full force and effect notwithstanding any cancellation, termination or expiration of this Agreement.

8. LIABILITY AND INDEMNITY

8.1 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

8.2 Subject to clause 8.1 and without prejudice to any other provision of these Terms, the Client agrees that:

8.2.1 this Agreement states the full extent of MPC's obligations and liabilities in respect of the Works and performance of the Services;

8.2.2 UNDER NO CIRCUMSTANCES SHALL MPC BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE OR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF USE OR CORRUPTION OF DATA OR SOFTWARE; and

8.2.3 MPC's entire liability for any direct loss suffered by the Client under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall, subject to the limitations expressly set forth herein, not exceed the fees paid by the Client in accordance with this Agreement.

8.3 The Client shall indemnify and hold harmless MPC and its parent companies, affiliates and subsidiaries and their respective officers, directors, employees and agents (collectively, "**MPC Indemnitees**") from and against all claims, judgements or proceedings and all costs, liabilities, losses, expenses and damages of any kind (including reasonable legal and other professional fees and expenses) awarded against, or incurred or paid by, any of the MPC Indemnitees as a result of or in connection with:

8.3.1 any defamatory, slanderous or libelous matter or invasion of privacy or any infringement or alleged infringement of a third party's Intellectual Property Rights or other rights arising out of the supply

or use of the Client Materials in relation to the Works and/or in the course of carrying out the Services;

8.3.2 any damage to property caused by MPC in the course of carrying out the Services as a result of any act or omission of the Client (including its officers, employees, consultants, freelancers and agents);

8.3.3 the publication, processing, use, distribution and/or exhibition of the Client Materials;

8.3.4 MPC carrying out any of Client's written instruction(s) or following the written instructions of Client (including, but not limited to, any claim that Client does not have full and lawful authority to place or authorize MPC to execute an order with MPC in respect of the Client Materials); and

8.3.5 any breach by the Client, including its officers, employees, consultants, freelancers and agents, of any of these Terms or the terms of any Contract for Services.

8.4 MPC EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

8.5 Each party shall only look to the other party and not to any director, officer, employee, freelancer or agent of the other party for satisfaction of any claim, demand or cause of action for damages, injuries or losses incurred as a result of the other party's action or inaction.

9. INSURANCE

The Client shall maintain and keep effective at all times insurance policies with reputable insurers as are sufficient to protect the Client against any loss or liability which it may incur or suffer arising out of this Agreement, including insurance which covers the Client for any damage or loss for which MPC is not liable pursuant to the these Terms, and which protects the Client against any accidental loss, damage or destruction to any Client Materials or any other materials of any kind supplied by the Client to MPC while in the possession or control of MPC. MPC may at any time request the Client to provide copies or certificates of insurance or other evidence to prove compliance with this clause.

10. STORAGE OF CLIENT MATERIALS

10.1 MPC shall be under no liability whatsoever in respect of any loss or damage to or destruction of the Client Materials (whether such Client Materials are in the possession of MPC or otherwise) and it is the Client's responsibility to ensure that it has appropriate back-up copies of all Client Materials.

10.2 In accordance with clause 9 above, the Client shall insure all Client Materials to their full value against all risks. Client hereby waives all rights of subrogation with respect to losses covered by its insurance policies or coverage.

10.3 The Client shall provide details to MPC for the return of the Client Materials within two (2) months from the date of confirmation of a Quote or Contract for Services, as applicable. If the Client does not provide MPC with details for the return of the Client Materials, MPC shall send the Client Materials to its archive upon completion of the Services and MPC shall be entitled to charge the Client reasonable storage charges for doing so. If Client fails to remove the Client Materials and Works, MPC may dispose of the same without liability to Client or any other person.

10.4 Where Client Materials are supplied or specific instructions are given by the Client, MPC accepts no liability for any reduction in the quality of the Services caused by defects or errors in or the unsuitability of such Client Materials or by MPC's use of the Client Materials or adherence to any of the Client's specific instructions.

10.5 MPC shall have a possessory lien on all Client Materials and Works to secure payment by Client of all amounts due hereunder.

11. CUSTOMER INPUT AND ACCESS TO/USE OF MPC'S PREMISES, EQUIPMENT AND CONTENT

11.1 The Client shall be solely responsible for ensuring that all information, advice and recommendations given to MPC either directly or indirectly by the Client or by the Client's employees, consultants, freelancers or agents are accurate, correct and suitable. Acceptance of or use by MPC of such information, advice or recommendations shall in no way limit the Client's responsibility hereunder, unless MPC specifically agrees in writing to accept responsibility.

11.2 The Client hereby undertakes to MPC to ensure that all of its personnel (including its employees, consultants, freelancers and agents) who at any time have access to any premises occupied by MPC or at which any of MPC's equipment shall be kept, shall at all times:

11.2.1 observe all rules, policies and regulations in force at the applicable premises, including all health and safety regulations and any rules governing the use of equipment and/or facilities at the applicable premises; and

11.2.2 keep confidential and not divulge or communicate or make any use of any Confidential Information which the applicable person shall become aware of as a result of being present at the applicable premises.

12. PUBLICITY

12.1 MPC may publicize, advertise and market the Works on its website(s), social media site(s), blog(s), in pitches to third parties, in connection with any appropriate industry awards, or in any other manner, as MPC may in its sole discretion decide, without the prior written consent of the Client.

12.2 The Client hereby grants to MPC a perpetual and royalty-free license to use the Works throughout the world for the purposes of clause 12.1 above and in order for MPC to promote its business by whatever means it sees fit.

13. FORCE MAJEURE

In the event of the Services being prevented, delayed, or in any way interfered with by any act of government, war, industrial dispute, strike, breakdown of machinery or equipment, accident, fire or by any other cause beyond MPC's control, MPC may, at its option, suspend performance of or cancel or terminate this Agreement, without liability to the Client for any resulting damage or loss, such suspension, cancellation or termination being without prejudice to MPC's right to recover all sums owing to it in respect of Services and Works delivered and costs incurred up to the date of suspension, cancellation or termination.

14. SUB-CONTRACTORS

MPC shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under this Agreement.

15. GENERAL

15.1 Modification: No modification of this Agreement (including any of the Services or Works to be provided hereunder) shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

15.2 Waiver: A waiver of any right or remedy under this Agreement is effective only if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy.

- 15.3 Severance: If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the provisions of this Agreement shall not be affected.
- 15.4 Independent Contractor: The parties acknowledge that MPC is acting as an independent contractor. Nothing in this Agreement will be construed to constitute or appoint either party as the agent, partner, joint venturer or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.
- 15.5 No Third Party Beneficiaries: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
- 15.6 Assignment: The Client may not assign this Agreement, by operation of law or otherwise, without the prior written consent of MPC.
- 15.7 Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
- 15.8 Notices: Any notice or other communication required to be given under this Agreement or otherwise in writing may be sent by email or by first class pre-paid post to: c/o MPC Advertising, 6040 Sunset Blvd, 5th Floor, Hollywood, California 90028, Attn: General Counsel. Any notice sent by first class post shall be deemed received two working days after the date of posting. Any notice sent by e-mail shall be deemed received on the next business day after the date of delivery.
- 15.9 Trademarks and Intellectual Property. This Agreement does not grant either party a license to, ownership in or the right to use the other party's trademarks, trade names, service marks, copyrights, patents or other intellectual property.

16. GOVERNING LAW AND JURISDICTION

This Agreement or any dispute relating to its subject matter shall be governed by and construed exclusively in accordance with the laws of the State of California and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts located in Los Angeles County, California for the purposes of adjudicating any matter arising from or in connection with this Agreement.

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.