

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS & SERVICES

Definitions

1.1 In the context of these conditions the word “**Pinewood**” will be construed as meaning Pinewood Shepperton Facilities Limited (Co. No. 07527390) incorporated in England and Wales and having its registered address at Pinewood Studios, Pinewood Road, Iver Heath, Bucks, SL0 0NH.;

“**Agreement**” means these Terms, the Order, the Covering Letter and any accompanying documentation specified in the Covering Letter;

“**Business Days**” means Monday-Friday (inclusive) in any week but excluding English bank holiday or public holidays;

“**Confidential Information**” means the Activities and all information of whatever nature and however recorded, preserved or disclosed by Pinewood or any client, customer or service provider of Pinewood to Contractor, or discovered by Contractor in the course of its performance of their obligations under the Agreement which is marked as or has been otherwise indicated to be confidential; or derives value to Pinewood or any member of a group of companies to which that Pinewood belongs from being confidential; or would be regarded as confidential by a reasonable business person.

“**Contractor**” will be construed as the company specified as such in the Covering Letter and Order;

“**Covering Letter**” means a covering letter submitted with these Terms;

“**Data Protection Laws**” means all applicable laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, the Data Protection Act 1998, the “Directive” being the European Commission Directive 95/46/EC with respect to the processing of personal data and the “GDPR” being the General Data Protection Regulation (EU) 2016/679, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all laws implementing them, in each case as may be replaced, extended or amended from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Processing**” and “**Processor**” have (until 24 May 2018) the meanings given under the Directive and (from 25 May 2018) the meanings given under the GDPR;

“**Goods**” means the article or things and the word “**Services**” means the work described in the Order;

“**Intellectual Property Rights**” means trade marks, service marks, trade names, design rights, copyright (including rights in computer software and databases) and moral rights, patents, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

“**Order**” means an order form submitted with these Terms and the Covering Letter and signed by Contractor prior to the performance of the Agreement;

“**Premises**” means all premises owned, occupied or controlled by Pinewood or otherwise used by Pinewood whether for the purposes of this Agreement or otherwise;

“**Purchase Order**” means the purchase order of Pinewood relating to the Order.

“**Specification**” means the specification and/or key performance indicators (“**KPIs**”) relating to the Goods or Services as set out in the Order;

“**Staff**” means any directors, officers, employees, agents, contractors, sub-contractors, suppliers, consultants and professional advisers of a party;

“**Terms**” means these standard terms and conditions;

1.2 Any reference in these Terms to a statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision (including all instruments, orders or regulations made thereunder or deriving validity therefrom) as in force at the date of the Contract and as subsequently re-enacted or consolidated;

1.3 In these Terms, any reference to a “person” shall be construed as a reference to any individual, firm, company, corporation or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

1.4 References herein to numbered clauses are to clauses of these Terms.

Orders

2. An Order constitutes an offer on the part of Pinewood which must be accepted in writing by Contractor or by the execution of the Order.

Prevailing Terms

3.1 Acceptance and/or execution of an Order will bind Contractor to the Agreement (together with any specific conditions laid down by Pinewood in relation to any Order). Goods or Services shall be supplied or performed by Contractor or its employees, agents or representatives except in accordance herewith. In the case of any

conflict between the terms in this Agreement and any terms of Contractor this Agreement will prevail.

Warranties

4.1 Contractor warrants that all Goods and Services supplied or carried out shall be of an industry standard quality and must meet the Specification and/or KPIs as to quantity, quality, standards or description. Contractor recognises that Pinewood has placed the Order relying upon the skill and expertise of Contractor and any statements and representation made by it.

4.2 Pinewood’s rights under these Terms are in addition to the statutory conditions implied in favour of Pinewood by the Sale of Goods Act 1979.

4.3 At any time prior to delivery of the Goods to Pinewood, Pinewood shall have the right to inspect and test the Goods at all times, including during manufacture and/or while being stored.

4.4 If the results of such inspection or testing cause Pinewood to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to the Specification and/or patterns supplied or advised by Pinewood to Contractor, Pinewood shall inform Contractor and Contractor shall immediately take such action as is necessary to ensure conformity and in addition Pinewood shall have the right to require and witness further testing and inspection.

4.5 Notwithstanding any such inspection or testing, Contractor shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect Contractor’s obligations under the Contract.

4.6 If any of the Goods or Services fail to comply with the provisions set out in this clause 4, Pinewood shall be entitled to avail itself of any or more remedies listed in clause 8.

4.7 Contractor shall ensure that it complies with all applicable legal and regulatory requirements (including, without limitation, all health and safety legislation in force) and that all appropriate registrations, licences and authorisations are obtained in respect of the exercise of its rights and the performance of its obligations under the Agreement. Contractor shall comply with all Data Protection Laws (including without limitation) during the processing any Pinewood Staff Personal Data in relation to the Goods or Services.

Property & Risk

5. The property and risk in the Goods shall pass to Pinewood on delivery or (if applicable) on installation but without prejudice to any right of rejection of Pinewood.

Correspondence

6. All correspondence and invoices from Contractor to Pinewood must quote the Order number and be sent to Pinewood’s address stated on the Order or otherwise notified to Contractor in writing.

Time of the Essence

7. Contractor will deliver the Goods to or perform the Services at the point of delivery or execution stated in the Order no later than the due date for such delivery or execution as stated in the Order. Time in this respect shall be of the essence of the contract. Contractor recognises that late delivery or execution may cause Pinewood consequential loss such as (without limitation) inability on the part of Pinewood to meet other contractual commitments for which Contractor will be fully liable under the Agreement.

Cancellation and Remedies

8.1 Pinewood shall be entitled to cancel an Order at any time by giving written notice to Contractor. If Pinewood exercises this right of cancellation it shall be bound to pay a reasonable price for any work already completed by Contractor but shall otherwise be free from any and all liability.

8.2 Without prejudice to any other right or remedy which Pinewood may have, if any Goods or Services are not supplied in accordance with, or Contractor fails to comply with, any of the terms of the Agreement, Pinewood shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by Pinewood:

8.2.1 to rescind the Order;

8.2.2 to reject the Goods (in whole or in part) and return them to Contractor at the risk and cost of Contractor on the basis that a full refund for the Goods so returned shall be paid forthwith by Contractor;

8.2.3 at Pinewood’s option to give Contractor the opportunity at Contractor’s expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;

8.2.4 to refuse to accept any further deliveries of the Goods but without any liability to Contractor;

8.2.5 to carry out at Contractor’s expense any work necessary to make the Goods comply with the Agreement;

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8.2.6 to require Contractor to re-perform any non-conforming Services; and
8.2.7 to claim such damages as may have been sustained in consequence of Contractor's breach or breaches of contract.

8.3 All of the obligations in the Agreement shall further apply to any replacement or rectified Goods or Services

Liability and Indemnity

9. Contractor shall be liable for and indemnify Pinewood in full against:
(a) any loss or damage or injury whatsoever and whensoever arising caused to Pinewood or for which Pinewood may be liable to third parties due to defective workmanship or unsound quality of the Goods or Services supplied; and (b) claims in respect of death or injury howsoever caused to any of Pinewood's employees or those of the agents or sub-contractors of Contractor while in or about Pinewood's sites or works or other places of business; and

9.1.3 consequential loss or damage sustained by Pinewood or for which Pinewood may be liable as a result of the failure of Contractor to perform the Services or supply the Goods strictly in accordance with the terms of the Agreement including these Terms;

9.1.4 any breach of Data Protection Laws or unauthorised use of any Pinewood data; and

9.1.5 any royalties or similar payments payable by Pinewood or Contractor and any claims for infringement of patents, registered design, trademark or trade name by reason of the use or sale of any Goods supplied and all costs and Damages which Pinewood may incur in or in anticipation of any action for such infringement or for which Pinewood may be liable in such an action or prospective action.

9.2 Subject to clause 9.3, Pinewood's aggregate liability (whether such liability arises in contract, tort (including negligence) or otherwise) to Contractor for loss arising out of, or in connection with, this Agreement or any Order caused or contributed to by Pinewood shall not in any circumstances exceed, in aggregate, an amount equal to sums paid by Pinewood to Contractor in respect of the relevant Order.

9.3 Nothing in this Agreement shall exclude or restrict any party's liability to any other for fraud, death or personal injury resulting from negligence; or any other liability that may not by law be excluded or restricted.

Delivery

10.1 The price for any Goods specified in an Order shall include the cost of delivery to the point of delivery specified in the Order or (if none) to Pinewood's address as stated on the Order.

10.2 All Goods must be properly packed to survive transit to the point of delivery and to resist pilferage distortion corrosion contamination and other damage or loss. All Goods must be clearly and legibly labelled and addressed.

10.3 Pinewood will not bear the cost of unloading materials on site. In the case of materials being forwarded to a point of delivery or having to be trans-shipped unloaded or otherwise handled by Pinewood's employees or agents the cost of unloading trans-shipping or handling will be charged to Contractor.

Pricing and Set Off

11.1 No variation in the price of Goods or Services will be accepted unless reasonable written notice has been given to Pinewood of such a variation and Pinewood's express written approval has been obtained thereto prior to delivery of the Goods or execution of the Services.

11.2 Where Goods or Services are subject to Value Added Tax or any other levy or duty the amount legally demandable is to be rendered as a separate item of account and if required by Pinewood Contractor will produce bona fide evidence of the amount paid or to be paid by it in respect thereof and a proper value added tax invoice if applicable. Pinewood will pay for the Goods or Services to be provided on the terms set out in the Agreement. Payment by Pinewood in accordance with the stipulated payment terms shall not constitute any admission by Pinewood as to due performance by Contractor of its obligations.

11.3 Pinewood reserves the right to deduct from any monies due or becoming due to Contractor any monies due to Pinewood in respect of materials supplied or services rendered by Pinewood to Contractor.

TUPE

12.1 For the avoidance of doubt, Contractor shall be solely responsible for Staff payments including: (i) salaries and wages (including, without limitation, life assurance payments and sick and holiday pay); (ii) all costs arising out of the termination of the employment of its Staff; (iii) employer's contributions (including, without limitation, national insurance and state and other pension schemes) in; and (iv) all fees, wages and other remuneration of relief personnel and all other personnel employed or engaged by Contractor in relation to the Services.

12.2 To the extent permitted by law, no arrangements (other than provided herein) between Contractor and its Staff shall bind Pinewood in any way. Without prejudice to the foregoing, Contractor shall advise Pinewood of any dispute or potential dispute relating to its staff insofar as it relates to this Agreement and may prejudice Pinewood.

12.3 The parties agree that the termination, cancellation or expiry of this Agreement and/or any of the Services shall not constitute a "relevant transfer" within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "**Employment**

Regulations"). However, if any contract of employment or any person has effect as if originally made between Pinewood and such person as a result of the application of the Employment Regulations to the termination, cancellation or expiry of this Agreement or any part of it or the cessation of the Services Contractor shall indemnify and keep indemnified Pinewood against any costs (including any costs relating to settlement), claims, liabilities and expenses arising out of or in connection with such termination and against any sums payable to or in relation to such person under or in connection with such contract to the date of such termination.

Insurance

13.1 Without limiting its liabilities hereunder Contractor shall at its own cost and so as to indemnify itself and Pinewood jointly and severally fully insure with a reputable insurance company against all liability in respect of the foregoing and keep itself so insured at all times in a minimum sum of **£10,000,000 in relation to employers liability, £10,000,000 in relation to public liability and £5,000,000 in relation to property damage** in respect of any one claim, occurrence or incident (or such other sums as may be agreed between Pinewood and Contractor in writing) for the period of the Agreement. On request, Contractor shall supply to Pinewood prior to the commencement of the Services such evidence as Pinewood may require showing that such insurance is in full force and effect.

Invoices

14.1 Unless otherwise agreed by Pinewood in writing at the time of placing the Order, Invoices shall be submitted per the payment schedule described in the Order. Each invoice shall quote the date and number of the Purchase Order ("**Order Number**").

14.2 Subject to the satisfactory delivery of Goods and Services described in the Order and receipt of a valid invoice Pinewood shall pay to Contractor the amounts due in accordance with the terms stated on the Purchase Order and if none is stated shall be within 60 days from date of the invoice. No payment shall be made by Pinewood unless an Order Number is quoted on the invoice presented by Contractor. Any invoice received without a valid Order Number will be returned to Contractor for correction and resubmission.

14.3 Contractor may submit interim invoices only if agreed by Pinewood in writing at the time an Order is placed.

14.4 In the event of late payment by Pinewood, Pinewood shall be liable to pay Contractor interest on the unpaid element at the rate of 4% (four percent) per annum over the base rate from time to time of The Royal Bank of Scotland until payment is made in full. The parties acknowledge that this is a substantial remedy and will sufficiently compensate Contractor for such loss as has been directly caused by late payment. Contractor is not entitled to suspend delivery of the Goods or performance of the Services because of any sums being outstanding. In no circumstances shall the time for payment be of the essence of the Contract.

Contractor Staff

15.1 The number of Staff employed at any time and the utilisation of and hours to be worked by the Staff in the provision of the Services shall be agreed between the Parties.

15.2 Contractor shall remove any employee of Contractor from performance of the Services at the request of Pinewood provided any such request is made on reasonable grounds and Contractor is given written notice of removal.

15.3 Contractor shall, and shall procure that all of its Staff shall, at all times observe and fully comply with such Premises and/or health and safety regulations as Pinewood shall from time to time prescribe. In particular (but without limiting the generality of the preceding wording), it shall be the responsibility of Contractor to ensure that all of its Staff at all times adhere to the prohibition on smoking and/or drinking alcohol, or take recreational drugs of any kind whatsoever on the Premises.

15.4 Pinewood shall be entitled to refuse entry to, or remove from the Premises any person not bona fide employed by, or acting on behalf of, Contractor or acting in accordance with Contractor's instructions in connection with the Services or any other person who fails to comply with Pinewood's regulations or any provision of these Terms or whom Pinewood reasonably considers (in its absolute discretion) to be a nuisance or danger to others on the Premises.

Breach and Termination

16.1 A breach of a material term of this Agreement by Contractor shall entitle Pinewood at its own option either to treat the Order as repudiated or as a breach of warranty giving rise to a claim for damages.

16.2 Pinewood shall also be entitled to terminate the Contract forthwith if:

16.2.1 Contractor breaches any of its obligations under the Contract and (where capable of remedy) does not remedy such breach within 5 Business Days of being notified of such breach by Pinewood;

16.2.2 Contractor ceases to carry on its business;

16.2.3 a dissolution occurs, an order is made or a resolution is passed (whether by the directors or shareholders) for the winding-up of Contractor (other than a voluntary winding-up for reconstruction) or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order for the Contractor;

- 16.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of Contractor or documents are filed with a court of competent jurisdiction for the appointment of an administrator of Contractor or notice to appoint an administrator is given by Contractor or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
- 16.2.5 a receiver is appointed of any of Contractor's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of Contractor or if any other person takes possession of or sells Contractor's assets;
- 16.2.6 Contractor makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
- 16.2.7 Contractor takes or suffers any similar or analogous action in any jurisdiction in consequence of its debt; or
- 16.2.8 there is a change of control of Contractor.
- 16.3 Pinewood may terminate the Agreement at any time on giving not less than 1 month's notice to Contractor and shall be bound to pay a reasonable price for any work completed by Contractor up to the date of termination but shall otherwise be free from any and all liability.
- 16.4 The termination of the Agreement, howsoever arising, shall be without prejudice to the rights and duties of Pinewood accrued prior to termination. The clauses which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

Assignment & Sub-Contractors

17. Contractor may not at any time without Pinewood's written permission assign, transfer, charge or deal in any other manner with any agreement with Pinewood or any of its rights under it, nor sub-contract any or all of its obligations under it.

Confidentiality

- 18.1 Contractor acknowledges that Pinewood's business relies on a high level of confidentiality being maintained and further acknowledges that the activities of Pinewood and those of its clients, customers and service providers at the Premises are strictly confidential ("**Activities**").
- 18.2 Contractor shall not use nor disclose any Confidential Information to any third party except for the purpose of exercising or performing its rights and obligations under the Agreement insofar as such disclosure is strictly necessary. Contractor will not and shall ensure that its Staff do not disclose to any third-party details of any Activities observed while at the Premises and shall observe the Studio Regulations as Pinewood may from time to time prescribe.
- 18.4 Contractor shall not without Pinewood's prior written consent use Pinewood's name, logo, trade marks, trade names (whether registered or unregistered) or other Intellectual Property Rights and no announcement, press release, circular, marketing or other promotion relating to the Agreement shall be made by or on behalf of Contractor without Pinewood's written consent.
- 18.5 Contractor's obligations under this clause 18 shall survive termination or expiry of the Agreement.

Anti-Bribery and Corruption

- 19 It is the policy of each the parties to comply fully with the anti-corruption laws of the United Kingdom (including without limitation, the Bribery Act 2010, as amended from time to time ("**Bribery Act**")), the United States (including, without limitation, the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, as amended from time to time, ("**FCPA**")), and any other applicable anti-corruption laws and legislation anywhere in the world (collectively and individually, the "**Anti-Corruption Policy**"). Any violation of the Anti-Corruption Policy by either party will entitle the non-violating party to immediately terminate the Contract. Whether a party has violated the Anti-Corruption Policy will be determined by the other party in its sole, reasonable discretion.

Anti-Slavery and Human Trafficking

- 20 It is the policy of each of the parties to comply with the anti-slavery and human trafficking laws of the United Kingdom (including without limitation, the Modern Slavery Act 2015, as amended from time to time) and any other applicable anti-slavery laws and legislation anywhere in the world which, inter alia, prohibit slavery, servitude and forced or compulsory labour and human trafficking (including an offence committed by aiding, abetting, counselling or procuring the same) (collectively and individually the "**Anti-Slavery Policy**"). Any violation of the Anti-Slavery Policy by either party will entitle the non-violating party to immediately terminate the Agreement. In addition to the foregoing Pinewood reserves the right to audit Contractor and request such information as it may require evidencing compliance with the Anti-Slavery Policy. Whether a party has violated the Anti-Slavery Policy will be determined by the other party in its sole, reasonable discretion

Data Protection

- 21.1 Each party hereby warrants and agrees it shall comply with all Data Protection Laws including without limitation (a) obtain and maintain all

relevant authorisations and registrations (and similar) as required by Data Protection Laws; (b) provide relevant information to Data Subjects as required by Data Protection Laws; (c) ensure the adequacy and validity of the lawful grounds to process Personal Data; (d) ensure that its Staff who are authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (e) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of Processing and to comply with the obligation to respond to requests exercising Data Subject's rights under Data Protection Laws; (f) notify the other party without undue delay after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data; (g) assist the other party, at the cost of the other party, in responding to any request from a Data Subject received by such other party and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (h) submit to audits and inspections and provide the other party with whatever information it needs to satisfy Article 28 GDPR; and (i) at the discretion of the other party, delete or return all Personal Data belonging to the other party, and delete any copies of such Personal Data unless retention is specifically required by any applicable laws.

- 21.2 Neither party shall: (a) sub-contract its Processing of the other party's Personal Data to a third party without the other party's prior specific or general written authorisation (not to be unreasonably withheld, conditioned or delayed); or (b) transfer of the other party's Personal Data to any country outside the EEA without the prior approval of the other party unless either (i) it complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); or (ii) ensures that the transfer is to a country approved as providing adequate protection pursuant to Article 45 GDPR; there are appropriate safeguards in place pursuant to Article 46 GDPR; or (c) one of the derogations in Article 49 GDPR applies.
- 21.3 Each party shall comply with all the obligations imposed on a Controller under the Data Protection Laws, and any material breach of the Data Protection Laws by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect. Contractor shall further comply with Pinewood's Data Protection and Privacy policies, copies of which are available at www.pinewoodgroup.com. The provisions of this clause 21 shall survive termination or expiry of the Agreement.

General

- 22.1 **Severability.** If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Agreement which shall remain in full force and effect. If any provision of the Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.
- 22.2 **Waiver.** No failure or delay by either party in exercising any remedy or right under or in relation to this Agreement shall operate as a waiver of the same, nor shall any single or partial exercise of any remedy or right preclude any other or further exercise of the same or the exercise of any other remedy or right.
- 22.3 **No Agency.** Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 22.4 **Notices.** A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 22.5 **Variation.** No variation of this Agreement shall be effective unless made in writing, signed by or on behalf of each of the parties and expressed on its face to be such a variation.
- 22.6 **Force Majeure.** Pinewood shall not be liable for any failure to fulfil its obligations under the Agreement where such failure is caused by circumstances beyond its reasonable control.
- 22.7 **Rights of Third Parties.** Nothing in the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party
- 22.8 **Law & Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably agree to submit to the exclusive jurisdiction of the English courts.
- 22.9 **Entire Agreement.** These Terms, the Covering Letter, the Order and the other documents accompanying the Order constitute the entire agreement and understanding of the parties and supersede any previous agreement between them relating to such subject matter.