

**1. Engagement**

- 1.1 The person who approves the project budget or proposal ("the Client") hereby engages the services of IJO LTD, IJO LTD. hereby agrees to supply the services to the Client as set out in the IJO Ltd. proposal document ("Services Proposal").
- 1.2 IJO LTD. will ensure that the Client is kept fully informed of all major aspects of the development of the service as defined in the Services Proposal as ("Production"). The Client shall have the power to exercise its rights with regard to the content of the Production and any Approval required from the Client, ("Approvals") and shall be available from time to time for consultation with IJO LTD. Any Approvals given by the Client shall be final and binding on the Client and the organisation they represent.
- 1.3 IJO LTD. reserves the right to substitute personnel, equipment, locations or other aspects of the Production as it considers desirable, provided that such substitutions do not materially affect the cost or the quality of the Production.

2. Payment Terms

- 2.1 Unless otherwise stated in the Proposal 50% of the total fees payable to IJO LTD. hereunder shall be payable by the Client within 7 (seven) days of date of the initial invoice issued by IJO LTD., the balance of the fees and any additional charges shall be payable within 30 (thirty) days of date of further invoices from IJO LTD.
- 2.2 IJO LTD. shall issue invoices to the Client at the payment points set out in clause 2.1.
- 2.3 If the Client fails to make payment by the due date then without prejudice to any other right or remedy available to IJO LTD., IJO LTD. shall be entitled to, in the case of advance fees, suspend commencement, or suspend continued performance of any other services to the Client.
- 2.4 In the event that any sum due to IJO LTD. hereunder is due but has not been paid within the payment period set out in Clause 2.1 above, then IJO LTD. shall be entitled to charge the Client interest on such outstanding sums at the rate of 3 (three) per cent above the Bank of England base rate, such interest accruing daily.
- 2.5 All fees set out hereunder are exclusive of VAT and other taxes or duties which shall be payable to IJO LTD. at the rate from time to time prevailing.
- 2.6 In consideration of IJO LTD. producing, completing and delivering the Production pursuant to the terms of this particular agreement, which shall be deemed to comprise the standard terms and conditions and, unless the context otherwise requires, includes any special terms and conditions between IJO LTD. and the Client ("Conditions") and the Services Proposal ("the Agreement"), the Client shall pay to IJO LTD. such fees as are set out in the Services Proposal.
- 2.7 IJO LTD. reserves the right, by giving written notice to the Client at any time before work commences, to increase the fees set out in the Services Proposal in order to reflect any increase in costs due to any factor beyond the control of IJO LTD.

3. Additional Charges

- IJO LTD. reserves the right to charge additional fees at its usual commercial rates if the Production falls behind the timetable set out in the Services Proposal because of a cause attributable to the Client or due to any factor beyond the control of IJO LTD., or due to any changes in the Client's requirements. Where the fees set out in the Services Proposal do not include costs and expenses in connection with travel and accommodation or subsistence, IJO LTD. shall be entitled to charge the Client additional fees in respect of such reasonable costs incurred plus an administration fee of 5%. Extra charges shall wherever possible be agreed with the Client or its representative but in the event of failure to agree such charges for reasons of time or otherwise the Client agrees to pay such additional charges as are reasonable.

4. Approvals

- 4.1 IJO LTD. shall complete and deliver the services to the Client for Approval the materials designated in the Services Proposal. The Client's rights of Approval hereunder shall be exercised reasonably and without undue delay and shall be confirmed by electronic mail or comparable means of communication ("in Writing"). If a request for Approval has been made in Writing and the Client has failed to respond within 3 (three) working days of delivery of such request, then IJO LTD. shall be entitled, as its sole option, to suspend work until such time as written Approval has been received from the Client. IJO LTD. shall not be responsible or liable for any costs or expenses incurred as a result of any such suspension.
- 4.2 The Client shall have the right to provide an accredited representative to be in attendance during live action shooting and/or recording session for consultation and the making of decisions as may be necessary relative to the content of the production. If such representative is not in attendance the on-the-spot reasonable decision of IJO LTD. shall be regarded as accepted.

5. Change requests

- 5.1 IJO LTD. shall carry out such changes to the Production as the Client may require during the development of the Production and the cost of such changes shall be borne by the Client if the changes are required as a result of the Client's desire to depart materially from the Services Proposal or if the Client has unreasonably delayed in notifying IJO LTD. of any changes.
- 5.2 IJO LTD. shall, on notification by the Client of any required change, confirm such change to the Client in Writing and set out any additional fees due as the result of the change. Any additional fees due to IJO LTD. as a result of any change requested by the Client shall become payable in accordance with clause 2.1.

6. Intellectual property

- 6.1 Intellectual Property Rights (IPRs) means all patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 6.2 The Client acknowledges that IJO LTD. may own or hold a licence to use and/or sub-licence various pre-existing Intellectual Property Rights necessary to the development of the Production ("Background IPRs").
- 6.3 IJO LTD. retains all right, title and interest in the Background IPRs and warrants that the Background IPRs and the Intellectual Property Rights assigned and/or licensed to the Client will not infringe the Intellectual Property Rights or otherwise be in breach of the rights of any other person and/or organisation.
- 6.4 On payment by the Client of all sums due to IJO LTD. hereunder IJO LTD. hereby assigns to the Client all rights, title and interest in any Intellectual Property Rights in the Production and in any Intellectual Property Rights created or developed by IJO LTD. for the Client pursuant to this Agreement ("Foreground IPRs") provided that IJO LTD. shall retain a non-exclusive, world-wide licence of the Foreground IPRs to make and to distribute copies of the Production or parts thereof for the purpose only of promoting and demonstrating the services and skills of IJO LTD. (which, for the avoidance of doubt, shall include the right to reproduce the Production on IJO LTD.'s web sites). IJO LTD. shall retain all rights, title and interest in any Intellectual Property Rights in any improvement in or development of the Background IPRs (and shall not be required to assign such rights to the Client).
- 6.5 Nothing in this Agreement shall be construed as assigning or licensing or purporting to assign or license to the Client any intellectual property rights of any third party unless such third party has expressly consented to such in Writing.

7. Client Indemnity and Insurance

- 7.1 The Client agrees to indemnify IJO LTD. against all actions, claims and demands which may arise out of: any materials, copyrights, personnel or artists, supplied by the Client to IJO LTD. which the Client hereby warrants shall be of all claims and costs unless otherwise previously agreed in Writing; the nonappearance of any artist supplied by the Client; the nonappearance of any materials for example special props or products provided by the Client to IJO LTD.; risks to the negative/ videotape/master material after the completion of the contract and safe return of said material by IJO LTD. to the Client.
- 7.2 The Client also agrees to indemnify IJO LTD. against the total loss sustained due to the interruption, postponement, cancellation or abandonment of the Production which arises out of any matter for which the Client is responsible as defined above including IJO LTD. costs, Directors and Producers fees and Company's mark-up.

8. Permitted use

- 8.1 The Client agrees and undertakes that they will only use and distribute the Production in accordance with the terms as stated in the Services Proposal ("Permitted Use").
- 8.2 The Client agrees that materials belonging to third parties ("Third Party Materials") may form part of the Production and acknowledges that such Third-Party Materials may have limited use and exploitation rights.
- 8.3 The Permitted Use of the Production shall not include the public performance rights, which rights shall if required be obtained by the Client from the Performing Rights Society. Permitted Use shall not include the ability of persons, companies or organisations other than the Client to otherwise exploit the Production without the written permission of IJO LTD., such permission not to be unreasonably withheld or delayed.

9. Warranties – Client

- 9.1 The Client warrants and undertakes to IJO LTD. that it has the right and the authority to enter into and perform this Agreement and that it has not entered into any other Agreements and has not done or failed to do any act or thing which would inhibit the free and unrestricted exercise of production (unless this has been confirmed in Writing and agreed by both parties prior to the commencement of the Production).
- 9.2 The Client warrants and undertakes that it shall indemnify and hold IJO LTD. harmless from any damages, losses and costs, including the cost of any settlement that may be awarded or agreed, that may be paid to any party who claim that the Production is considered defamatory, obscene, libellous, menacing, pornographic and/or illegal. IJO LTD. reserves the right to refuse to distribute the Production if it has reasonable grounds for belief that the Production is defamatory, obscene, libellous, menacing pornographic and/or illegal.

10. Warranties – IJO LTD.

- IJO LTD. hereby warrants and undertakes with the Client that with respect to actors, performers, musicians, designers and others ("Contributors") rendering services in connection with the development of the Production, IJO LTD. has used, or will use its best endeavours to obtain all necessary rights to the products of the Contributors' services, all necessary consents, licences or assignments under the Copyright Designs and Patents Act 1988, or any statutory modification or re-enactment thereof, a full waiver (to the extent that such a waiver is possible) of all moral rights of any nature arising there under, a full waiver and assignment of rental and lending rights including an acknowledgement that the payment received constitutes equitable and adequate consideration for the assignment of rental and lending rights. IJO LTD. hereby warrants and undertakes with the Client that by the time of delivery of the Production, IJO LTD. shall have used its best endeavours to pay or discharge all claims or rights in musical works, performances and sound recordings, used or recorded in the Production and necessary for the exploitation in accordance with the Permitted Use. Whilst IJO LTD. shall use its reasonable efforts to deliver the Production to its target audience, IJO LTD. does not make any representations or give any guarantees or warranties to the Client to this effect.

11. Intellectual property infringement indemnity

- 11.1 Neither party shall knowingly infringe any Intellectual Property Rights of any third party in performing its obligations under this Agreement. To the extent any material used or provided by a party to this Agreement contains Intellectual Property Rights belonging to a third party; such party shall obtain an appropriate licence or permission to use from the owner or licensee of those Intellectual Property Rights.
- 11.2 Each party will indemnify and hold harmless the other against any damages, losses and costs (including the costs of any settlement), compensation or expenses that may be awarded or agreed to be paid to any third party in respect of any claim or action that use of goods, services and documents supplied to the other ("the User"), or to which the User is permitted access under the Agreement infringes the Intellectual Property of said third party (an "Intellectual Property Infringement") provided that the User gives prompt notice to the other party of any Intellectual Property Infringement upon becoming aware of the same. Each Party gives the other the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the other; and acts in accordance with the reasonable instructions of the other and gives to the other such assistance as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant witnesses and documents.
- 11.3 The other party shall reimburse the User its reasonable costs incurred in complying with the provisions of this indemnity.
- 11.4 Neither party shall have any liability to the other in respect of an Intellectual Property Infringement if the same results from any breach of the other's obligations under this Agreement.

12. Confidentiality

- Both parties undertake to keep confidential and shall not without the other's prior consent in Writing disclose to any third party the other's trade or business secrets, source code, designs, specifications or other confidential information, and shall ensure that its employees are bound by the same obligations and that such obligations endure beyond termination of their employment and shall enforce these obligations against its employees.

13. Non-solicitation

- 13.1 Neither party, for a period of 12 (twelve) months from the date of initial invoice as set out in Clause 2.1, or from date of termination howsoever caused, shall solicit the other party's staff who have been employed or engaged in the provision of the services or the performance of this Agreement. For the purposes of this clause 'solicit' means the soliciting of such person with a view to engaging such person as an employee director sub-contractor or independent contractor.
- 13.2 In the event that either party is in breach of clause 13.1 above then the party in breach shall pay to the other by way of liquidated damages an amount equal to 50 (fifty) per cent of the gross annual salary (as at the time of the breach) of the person so employed or engaged. This provision shall be without prejudice to either party's ability to seek injunctive relief.
- 13.3 The parties hereby acknowledge and agree that the formula specified in clause above is a reasonable estimate of the loss which would be incurred by the loss of the person so employed or engaged.

14. Force majeure

- 14.1 If the performance of either party under this Agreement is rendered impossible by any event beyond the control of that party, then that event shall be an event of force majeure and any such non-performance or defective performance shall be deemed not to constitute a breach of this Agreement. For the purposes of this agreement, events of force majeure shall include but shall not be restricted to acts of God, explosion, fire, flood, accident or tempest, acts of terrorism: acts, local bye laws, restrictions, regulations, prohibitions or measures of any kind on the part of any government, ruling body, parliamentary or local authority: import or export regulations or embargoes; strikes, lockouts or other industrial action or trade disputes; sickness of key personnel; electrical; or other technical malfunctions or failures which are not due to any act or omission of IJO LTD.; non-availability of bandwidth, internet connection, wifi availability, wireless connection or satellite transmission time or acts or omissions of any third party or agent involved in the production or distribution chain of a Production.
- 14.2 If an event of force majeure shall continue for a period in excess of 6 weeks then either party shall have the right to terminate this Agreement immediately by written notice to the other, subject to payment by the Client of all costs incurred and commitments undertaken by IJO LTD. up to the date of such termination. Provided that where such aggregated sum has been exceeded by the sums already paid to IJO LTD. hereunder, IJO LTD. shall reimburse the excess to the Client.

15. Variation

- No variation in these Conditions or in the terms of this Agreement shall be binding unless agreed in Writing between authorised representatives of IJO LTD. and the Client.

16. Cancellation

- The Client shall be entitled to cancel the Production by giving notice in Writing to IJO LTD. provided that, if the Production is cancelled prior to 48 hours before commencement of the Production, the Client shall be liable to IJO LTD. for all costs incurred and commitments undertaken by IJO LTD. up to the date and time of such cancellation, together with an additional sum equivalent to 25% of the agreed fees as specified in the Services Proposal. If the Client cancels the Production between 24 and 48 hours prior to commencement, the Client shall be liable for all costs incurred and commitments undertaken by IJO LTD. up to the date and time of such cancellation, together with an additional sum equivalent to 50% of the agreed fees as specified in the Services Proposal. Should cancellation occur less than 24 hours prior to commencement of the Production, the Client shall be liable for 100% of the agreed fees as specified in the Services Proposal. Where any sum due to IJO LTD. is less than the fees already paid to IJO LTD. hereunder, IJO LTD. shall reimburse the excess to the Client.

17. Termination

- Both parties shall have the right to terminate this Agreement immediately by notice in Writing if the other party: fails to pay to the other party any amount due hereunder by the specified due date for payment; if the other party commits any material or repeated breach of this Agreement and if it is capable of being remedied, fails to remedy such breach within 30 days from the date of the first notice specifying the nature of the breach; or if the other party becomes insolvent, ceases to trade or has a liquidator, receiver, administrator or administrative receiver appointed or enters into any arrangement with its creditors or goes into liquidation or is wound up otherwise than for the purpose of (resultant) amalgamation or reconstruction where the resulting entity assumes all of the obligations.

18. Exclusions and limitations

- Other than in the case of death or personal injury arising from negligence, IJO LTD. shall not be liable, either in contract law or tort law or otherwise, for any loss of business profits, any business interruption, or any other pecuniary or economic loss, whether consequential, direct or indirect, arising from or in any way connected with this Agreement. IJO LTD. shall not be liable for any loss or damage resulting directly or indirectly from any act or omission of the Client or any loss or damage in any way connected to materials and/or elements approved by the Client. IJO LTD. shall not be liable to the Client or be deemed to be in any breach of this Agreement by reason of any delay in performing any services or any failure to perform any of IJO LTD.'s obligations hereunder if the delay or failure was due any act or omission of the Client and/or its employees and/or its agents and/or its sub-contractors. The total liability of IJO LTD. hereunder shall in no circumstance exceed the total fees payable to IJO LTD. as specified under the terms of the Services Proposal.

19. General

- 19.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address that may be at the relevant time have been notified pursuant to this provision to the party giving notice.
- 19.2 The rights of either party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 19.3 If any provision of these conditions is held by any authority to be invalid or unenforceable in whole or part the validity of other provisions of these Conditions and the remainder of the provisions in question shall not be affected hereby.
- 19.4 Where these terms and conditions refer to any specific rights or remedies available to IJO LTD. and its Client these rights and remedies are in addition to and/or without prejudice to any rights or remedies available to IJO LTD. and its Client under statute, at common law or otherwise.
- 19.5 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.