



TERMS AND CONDITIONS

This agreement is dated as per Schedule 1 of client contract

PARTIES

- (1) THE FINCH CONNECTION LTD** (trading as Sell Beyond) incorporated and registered in England and Wales with company number 09747466 whose registered office is at Rosemary Rectory Hill, East Bergholt, Colchester, Suffolk, CO7 6TH (**Supplier**)
- (2)** As per Schedule 1 of client contract (**Customer**)

BACKGROUND

- (A)** The Supplier is in the business of providing Amazon management consultancy services and associated services.
- (B)** The Customer agrees to obtain and the Supplier agrees to provide the Services on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services and/or Photography Services in accordance with clause 9.

Customer Default: has the meaning set out in clause 4.3.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.

Deliverables: the deliverables produced by the Supplier for the Customer as set out in the Specification.

Intellectual Property Rights: patents, trade marks, service marks, registered designs, utility models, design rights, copyright, database rights, inventions, trade secrets, know-how, business or trade names and all other intellectual rights whether registered or unregistered.

Photography Services: the services supplied by the Supplier to the Customer relating to product photography as set out in the Specification, including the Photo Shoot Schedule.

Photo Shoot: the day(s) booked for the required photography shoot as set out in the Specification.

Photo Shoot Schedule: the agreed date, time, location, set requirements and photography schedule for the Photo Shoot as set out in the Specification.

Services: the services supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification of the Services and/or Photography Services provided by the Supplier to the Customer as set out in Schedule 1.

Supplier Materials: has the meaning set out in clause 4.2.3

Training: means training supplied by the Supplier to the Customer on the Customer's premises (or any other premises as the parties may agree) comprising part or whole of the Services.

- 1.2 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force at the date of this agreement, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation that it amends or re-enacts and subordinate legislation for the time being in force made under it.
- 1.3 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include corporations and vice versa.
- 1.4 Unless otherwise stated, a reference to a Clause, sub-clause or Schedule is a reference to a Clause or a sub-clause of, or a Schedule to, this agreement.
- 1.5 Clause, Schedule and paragraph headings are for ease of reference only and do not affect the interpretation of this agreement.
- 1.6 A reference to **writing** or **written** includes email.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. BASIS OF CONTRACT

- 2.1 This agreement shall commence on the date when it has been signed by all the parties (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 13, for 12 months (**Initial Term**) and shall automatically extend for 6 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. The Initial Term may be terminated at 6 months after the Commencement Date by either party, subject to giving at least 60 days' notice in writing in advance (**Break Clause**). Either party may give written notice to the other party, not later than 60 days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 2.2 Any details, information and specifications provided by the Supplier or contained on the Supplier's website is issued for the sole purpose of giving an approximate idea of the Services and/or Photography Services and shall not form part of this agreement or have any contractual force.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services and/or Photography Services to the Customer in accordance with the Specification.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in Schedule 1, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services and/or Photography Services.
- 3.3 The Supplier reserves the right to amend the Specification where:
- 3.3.1 the Customer's requirements have changed; or
 - 3.3.2 it is necessary to comply with any applicable law or regulatory requirement
- and the Supplier shall notify the Customer in any such event.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- 4.1.1 ensure that any information it provides which forms part of the Specification are

complete and accurate;

4.1.2 co-operate with the Supplier in all matters relating to the Services and/or Photography Services;

4.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for the Services and/or Photography Services before the date on which the Services and/or Photography Services are to start;

4.1.4 comply with all applicable laws, including health and safety laws; and

4.1.5 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services and/or Photography Services, and ensure that such information is complete and accurate in all material respects.

4.2 Insofar as the Services comprise in whole or part Training, the Customer shall, in addition to its obligations under clause 4.1:

4.2.1 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises (or as the case may be, assist the Supplier with any reasonable requests where the Services are to be provided at other premises not forming part of the Customer's premises and procure access to such premises), office accommodation and other facilities as reasonably required by the Supplier;

4.2.2 prepare the Customer's premises for the supply of the Services where those Services include Training; and

4.2.3 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

4.3 If the Supplier's performance of any of its obligations under this agreement is prevented or delayed by any act or omission or failure to perform an obligation by the Customer (**Customer Default**):

4.3.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services and/or Photography Services until the Customer remedies the Customer Default;

4.3.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly under this clause 4.3; and

4.3.3 the Customer shall reimburse the Supplier for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. CHANGE CONTROL

5.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until such changes are in writing and agreed by both parties (**Change Order**).

5.2 If either party proposes a change to the scope of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

5.2.1 The likely time required to implement the requested change;

5.2.2 Any variations to the Charges arising from the requested change;

5.2.3 Any impact the requested change has on the Services; and

5.2.4 Any impact the requested change has on the terms of this agreement.

5.3 If the parties agree the proposed change(s), they shall confirm such in writing and that Change Order shall amend this agreement.

6. INFOGRAPHIC DESIGN SERVICES

6.1 Where the Services and/or Photography Services involve infographic design services:

6.1.1 Infographics shall be designed and delivered in accordance with the standard sizing for Amazon product listings in PNG or JPEG format;

6.1.2 Main infographics shall be designed in low resolution at 2500 x 2500 pixels;

6.1.3 A+ infographics are designed to fit the specific A+ modules and sizes will vary from 300 x 300 pixels up to a maximum of 2000 pixels in low resolution; and

6.1.4 Any other formats must be discussed and agreed in advance with the Supplier and the Customer accepts that this may result in additional Charges.

6.2 The Customer shall be entitled to one round of edits of the infographic designs, after which further edit requests may incur additional Charges.

6.3 The Customer agrees that once the final infographics are approved and uploaded to your Amazon product listing or other third party marketplace, any further edit requests shall incur additional Charges.

6.4 The Customer understands that master files of infographic designs are not provided and not included in any infographic design services.

6.5 The Customer understands that the final infographic design files will be available to download for a period of 1 week from the completion date and that it is the Customer's responsibility to download the files, make any back-up copies and store the files in a safe place. After this period, any request for further copies from the Supplier may be subject to additional fees. However, the Supplier shall only keep editable versions of the infographic files for a period of 1 year from the completion date and shall only keep a copy of the final infographic file in JPEG format for a period of 3 years.

6.6 In the event that the Supplier selects stock imagery on the Customer's behalf or the Customer sends stock imagery for the Supplier to use, the Supplier will not colour match or edit images to match the Customer's products.

6.7 In the event the Customer is not happy with the chosen stock imagery, it is the Customer's responsibility to source suitable alternative stock imagery as replacement and the Customer is responsible for purchasing the correct usage licenses associated with such stock imagery.

6.8 If the Customer is unable to find suitable imagery and requires the Supplier to design new infographics which contain no imagery, additional design fees may be charged to the Customer.

7. PHOTOGRAPHY SERVICES

7.1 The Customer shall be responsible for organizing any shipping, postage and delivery of product samples to the Supplier in advance of the Photo Shoot. The Customer is advised to send multiple product samples in case of damage. The Supplier shall not be responsible for any loss or damage to product samples. In the event any product sample arrives damaged, the product sample shall be excluded from the Photo Shoot Schedule unless the Customer provides a suitable replacement.

7.2 The Customer shall ensure that any product samples listed in the Photo Shoot Schedule are provided fully constructed. If any product samples arrive not fully constructed, they will be

excluded from the Photo Shoot Schedule unless the Customer constructs the product sample prior to the Photo Shoot.

- 7.3 The Customer shall ensure that any product samples to be used in the Photo Shoot Schedule are in pristine condition with no scratches, dents, marks or other imperfections ("Product Sample Defects"). In the event that the product samples are provided with Product Sample Defects, the Supplier reserves the right to invoice the Customer an additional Charge for editing such Product Sample Defects following the Photo Shoot.
- 7.4 The Customer shall ensure that each product sample is accompanied by the product ASIN number and labelled clearly in accordance with the Photo Shoot Schedule.
- 7.5 The Customer acknowledges that the Supplier shall not return any product samples to the Customer. The Customer shall be responsible for arranging any return of the product samples.
- 7.6 The Supplier shall not be responsible for any delay to the Photo Shoot Schedule caused by the Customer, including but not limited to location or set preparation and product sample construction. If the Product Shoot Schedule is not completed at the Photo Shoot due to a delay caused by the Customer, the Customer shall be responsible for arranging and paying the costs for an additional Photo Shoot and additional Photography Services.
- 7.7 The Supplier will shoot and edit photography in sRGB.
- 7.8 Following the Photo Shoot, the photographs shall be edited in accordance with the Specification. For smaller Photography Services projects, the Supplier will select and edit the final photographs. For larger Photography Services projects, the Supplier will provide an online gallery for the Customer to select the final photographs to be edited. Should the Customer want to change the editing requirements as outlined in the Specification, the Customer must provide edit instructions when selecting the final photographs from the online gallery. Any subsequent editing instructions may incur additional Charges and delay the delivery of the final photographs.
- 7.9 The Customer acknowledges and understands that:
 - 7.9.1 product photography may look slightly different depending on whether the Photo Shoot was in a studio or in natural light; and
 - 7.9.2 the colour of items around the products can affect the colours reflecting on to the Customer product.
- 7.10 The Customer acknowledges and understands that the Supplier's standard delivery of imagery (including for Amazon product listings) is in the following formats:
 - 7.10.1 High-Resolution Tiffs – Unconstrained Tiffs at 300 DPI
 - 7.10.2 High-Resolution JPEGs at 300 DPI
 - 7.10.3 Low-Resolution JPEGs – 2500 pixels on the longest side
- 7.11 If the Customer requires the imagery to be delivered in any other format, this must be detailed in the Specification.
- 7.12 Photography imagery shall be colour matched to the Customer products provided.
- 7.13 The digital photography files shall be delivered to the Customer via SharePoint. In the event the digital photography files cannot be sent via SharePoint, the Supplier and Customer shall agree an alternative method of delivery (such as WeTransfer or postage of a USB drive) and any additional costs associated.
- 7.14 It is the Customer's responsibility to download the final digital photographs, make any back-up copies and store the files in a safe place.
- 7.15 The Supplier shall retain a copy of the Customer's final digital photography files for a period

of up to 5 years from the Photo Shoot.

- 7.16 The Customer shall not be entitled to reject the delivered photography files on the basis of style, composition or editing.

8. AMENDMENT, CANCELLATION OR POSTPONEMENT OF PHOTOGRAPHY SERVICES

- 8.1 The Customer shall be entitled to amend or rearrange the Photography Services up to two weeks before the Photo Shoot, subject to such amendment or rearrangement being communicated in writing and agreed by both parties.
- 8.2 If the Customer cancels the Photography Services at least 30 days from the Photo Shoot, the Supplier shall refund the Customer the cancelled Charges for Photography Services in full.
- 8.3 If the Customer cancels the Photography Services at least 14 days but less than 30 days from the Photo Shoot, the Supplier shall refund the Customer 50% of the Charges for Photography Services.
- 8.4 If the Customer cancels the Photography Services within 14 days of the Photo Shoot, the Customer shall not be entitled to any refund.
- 8.5 On the day of the Photo Shoot, if events outside the control of the Supplier (such as weather conditions or illness) do not permit the Photography Services required under the Photo Shoot Schedule, the Supplier shall be entitled to postpone the Photo Shoot at no extra cost to the Customer. The parties shall agree an alternative date as soon as reasonably practicable and the Specification shall be updated accordingly.
- 8.6 Except as under clause 8.5, the Customer shall be liable for any third party costs or expenses incurred by the Supplier or Customer arising from amendment, rearrangement, cancellation or postponement of the Photo Shoot or Photography Services.

9. CHARGES AND PAYMENT

- 9.1 The Charges for the Services and/or Photography Services shall be determined in accordance with the Specification.
- 9.2 The Supplier reserves the right to increase the Charges for the Services upon giving the Customer 30 days' notice in writing.
- 9.3 The Supplier shall be entitled to charge the Customer for any expenses it reasonably incurs in connection with performing the Services.
- 9.4 The Supplier reserves the right to invoice the Customer for the total amount of the Charges in advance of the Services being supplied. Thereafter, any invoices in relation to the Services shall be raised by the Supplier to the Customer at the Supplier's discretion.
- 9.5 The Supplier shall invoice for, and the Customer shall be required to pay, the total amount of the Charges for Photography Services in advance of the Photography Services being supplied.
- 9.6 Unless the Supplier otherwise determines, the Customer shall pay each invoice submitted by the Supplier:
- 9.6.1 within 10 days of the date of the invoice; and
 - 9.6.2 in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 9.7 All amounts payable by the Customer under this agreement are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). The Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services and/or

Photography Services at the same time as payment is due for the supply of the Services and/or Photography Services.

- 9.8 The Customer shall pay the Supplier such additional amounts in respect of any bank charges or other fees the Supplier incurs as a result of a particular payment method the Customer opts to use in order to pay any amounts payable under this agreement.
- 9.9 If the Customer fails to make a payment due to the Supplier under this agreement by the due date (without limiting the Supplier's remedies under clause 12) the Supplier may require the Customer to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 9.10 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services, Photography Services and Deliverables shall be owned by the Supplier.
- 10.2 All Intellectual Property Rights in any materials supplied by the Customer to the Supplier, for the purposes of the Supplier performing the Services, Photography Services and Deliverables, shall remain vested in the Customer.
- 10.3 The Supplier grants to the Customer a non-exclusive licence during the term of the agreement to copy any material provided by the Supplier in connection with the Services and the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 10.4 The Supplier grants to the Customer a non-exclusive, worldwide, perpetual licence to use the photography files provided by the Supplier in connection with the Photography Services for the Customer's business purposes and product promotion including but not limited to the Customer's website, Amazon product listings, third party marketplace product listings and social media. Any publication of the photography files licenced under this clause must be accompanied by an appropriate copyright notice identifying the Supplier as the copyright owner.
- 10.5 The Customer shall not sub-license, assign or otherwise transfer or deal with in any way the rights granted in clauses 10.3 and 10.4 and agrees to indemnify the Supplier against all losses suffered or incurred by the Supplier arising out of or in connection with a breach of clauses 8.3 and 8.4.
- 10.6 The Customer grants the Supplier a non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the purpose of providing the Services to the Customer.
- 10.7 The Supplier reserves the right to use all images captured as part of the Photography Services for its advertising and promotional purposes. This shall include, but is not limited to, the Supplier's website, social media, printed publications and business competitions.
- 10.8 If the Photography Services involve the booking of models via the Supplier, the Supplier shall endeavour to obtain permission for the Customer to use the model's image rights for worldwide usage including:
- 10.8.1 Internet usage including the Customer's website, Amazon product listings and other product listings on third party marketplace websites such as eBay and Etsy;
- 10.8.2 Social media usage;

10.8.3 Press releases related to the Customer's business; and

10.8.4 Printed promotional material,

however, the Customer understands that such permission is not guaranteed and the Customer shall ensure it uses any model image rights in accordance with the permission actually granted and communicated to the Customer.

11. DATA PROTECTION

11.1 The Supplier and the Customer shall comply with the Data Protection Legislation as may apply to their respective rights and obligations under the terms of this agreement subject to the privacy statement contained on the Supplier's Website.

11.2 The Customer acknowledges the terms of the privacy statement contained on the Supplier's Website regarding the use and storage of data as shall apply to the provision of the Services and/or Photography Services and Deliverables subject to this agreement.

12. LIMITATION OF LIABILITY

12.1 Nothing in this agreement limits or excludes the Supplier's liability for:

12.1.1 death or personal injury caused by the Supplier's negligence;

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 any other liability that cannot be limited or excluded by law.

12.2 Subject to clause 12.1, the Supplier will under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

12.2.1 any loss of profits, sales, business or revenue;

12.2.2 loss of business opportunity;

12.2.3 loss of goodwill; or

12.2.4 any indirect or consequential loss.

12.3 The Customer understands that the Supplier has no control over Amazon's rules, policies and terms of service or Amazon's amendment to their rules, policies and terms of service. As such, the Supplier shall not be liable where Amazon change their rules, policies or terms of service and such change results in the Customer requiring additional Services. Any such additional Services will be subject to additional Charges.

12.4 Subject to clause 12.1 the Supplier's total liability to the Customer in respect of each event or series of connected events shall not exceed the amount paid for the Services and/or Photography Services by the Customer to the Supplier.

12.5 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

12.6 The Supplier shall not be liable for a claim unless notice in writing of the claim, summarising its nature and the amount claimed, has been provided by the Customer to the Supplier on or before the first anniversary of the Commencement Date.

12.7 This clause 12 shall survive termination of this agreement.

13. TERMINATION

- 13.1 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services and/or Photography Services under this agreement, or terminate this agreement with immediate effect by giving written notice to the Customer if the Customer:
- 13.1.1 commits a material breach of any of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified by the Supplier in writing to do so;
 - 13.1.2 fails to pay any amount due under this agreement on the due date for payment;
 - 13.1.3 takes any step or action in connection with its own business by entering into administration, provisional liquidations or any composition or arrangement with creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceases to carry on business;
 - 13.1.4 suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 13.1.5 allows its financial position to deteriorate to such an extent that in the opinion of the Supplier the Customer's capability to adequately fulfil its obligations under this agreement has been placed in jeopardy.

14. CONSEQUENCES OF TERMINATION

- 14.1 On termination of this agreement:
- 14.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and/or Photography Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
 - 14.1.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for.
- 14.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

15. GENERAL

- 15.1 Force majeure.** Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 15.2 Assignment and other dealings.**
- 15.2.1** The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.
 - 15.2.2** The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Supplier.
- 15.3 Confidentiality.**
- 15.3.1** Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.3.2.

15.3.2 Each party may disclose the other party's confidential information:

15.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.3; and

15.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this agreement.

15.4 Restriction on Recording of Video Meetings. The Customer shall not record any of the Services provided to the Customer by the Supplier through video conferencing including without limitation Teams, Zoom or WhatsApp without the prior written consent of the Supplier.

15.5 Restriction on Recording of Photo Shoot. The Customer shall be able to record videos and take photos of behind-the-scenes action at Photo Shoots provided that such videos and photos are not used for commercial purposes and any publication of such videos and photos on the internet and social media are accompanied by a credit to the Supplier.

15.6 Entire agreement. This agreement sets out the entire agreement between the Supplier and the Customer in relation to its subject matter. The Customer acknowledges that it has not relied on any statement, promise or representation or assurance or warranty that is not set out in this agreement.

15.7 Variation. Except as set out in this agreement, no variation of this agreement shall be effective unless it is in writing and signed by the Supplier and the Customer.

15.8 Waiver. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.9 Severance. Each clause under this agreement operates separately. If any court or relevant authority decides that any of the clauses under this agreement is unlawful or unenforceable, the remaining clauses under this agreement shall remain in full force and effect.

15.10 Notices.

15.10.1 Any notice or other communication given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it by hand or sending it by pre-paid recorded delivery or registered post to the party due to receive it, to its registered office address or principal place of business.

15.10.2 Any notice or other communication given pursuant to this clause shall be deemed to have been received:

15.10.2.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 15.10.1; and

15.10.2.2 in the case of pre-paid recorded delivery or registered post, on the second Business Day after the date of posting.

15.10.3 If deemed receipt under clause 15.10.2 occurs before 9:00 am on a Business Day, the notice shall be deemed to have been received at 9:00 am on that day. If deemed receipt

occurs on any day which is not a Business Day or after 9:00 am on a Business Day the notice shall be deemed to have been received at 9:00 am on the next Business Day.

15.10.4 For the avoidance of doubt, notice given under this agreement shall not be validly served if sent by e-mail or by fax.

15.11 Third party rights. This agreement does not give rise to any rights under this agreements (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

15.12 Governing law. This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

15.13 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

SCHEDULE 1

[TO BE COMPLETED BY THE FINCH CONNECTION LTD.]

SERVICES

[INSERT AS REQUIRED]

PHOTOGRAPHY SERVICES

[INSERT AS REQUIRED OR STATE N/A]