



One Twelve Agency Limited Client Terms and Conditions

1. DEFINITIONS & INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

This “**Agreement**” consists of these Terms and Conditions (“**T&Cs**”) and the SoW ((including, where applicable, any Appendices attached by OTa) “**Charges**” are the charges payable by the Client for the Services as more particularly described in the SoW (and clause 5).

“**Client**” is the Client as identified in the SoW.

“**Client Branding**” means any branding associated with or distinguishing the Client, including the Client’s entity name, trading name, website domain names, logos, trade names and trade marks.

“**Client Input Materials**” are all data, information and documentation belonging to the Client or its licensors to which OTa is granted access and provided a license to use for the purposes of this Agreement.

“**Client Location**” is the location (or set of locations) at which the Services may be provided as detailed in the SoW or otherwise agreed from time to time in writing by OTa and the Client.

“**Commission**” means, in respect of a transaction entered into by the Client as a result of an Introduction made by OTa, the percentage(s) (as specified in the SoW) of the total payments to be made to the Client under that transaction (as it may be renewed, extended or amended) less any value added tax or other sales tax on them.

“**Confidential Information**” is confidential or proprietary information which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure and shall include without limitation presentations, pitches, internal documents, drafts, ideas, concepts, know-how, intellectual property, plans, client details and other technical, financial or commercial information, and all notes, records and copies of such information, (whether disclosed before, on or after the date of this Agreement and whether in oral, documentary or whatever form or on whatever media or by way of models or by demonstrations) which is disclosed by or on behalf of one party to the other pursuant to this Agreement.

“**Data Protection Law**” means all applicable and relevant laws and regulations relating to Personal Data which are implemented in or are binding on the United Kingdom, or which otherwise govern the processing and use of Personal Data, and which include, but are not limited to, the Data Protection Act 2018 (“**DPA 2018**”); the UK GDPR (which has the meaning given to it in the DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426); and all other legislation and regulatory requirements in force from time to time which apply to a party relating to data protection and privacy.

“**Deliverables**” are those items identified as Deliverables in the SoW (or otherwise clearly agreed in writing between the parties to constitute a Deliverable).

“**End-User**” means the end-user of the Services and/or Deliverables procured by the Client from OTa in accordance with this Agreement.

“**Expenses**” are expenses incurred by OTa in performance of the Services (including any fees paid to third party contractors or service providers engaged as part of the Services).

“**Intellectual Property Rights**” are all existing and future patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or

get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights, moral 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 for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Introduction**” means OTa directly or indirectly making a connection (for example, by providing contact details) between the Client and a representative of a third party who can authorise, facilitate or recommend a commercial transaction for the Client. “**Introduce**”, “**Introduces**”, and “**Introduced**” shall be interpreted accordingly.

“**OTa**” is One Twelve Agency Limited, a company registered in England and Wales with registered company number 14023024 and registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

“**OTa Branding**” means any branding associated with or distinguishing OTa, including its entity name, trading name, website domain names, logos, trade names and trade marks.

“**OTa Input Materials**” are all data, databases, information and documentation belonging to OTa or its licensors (including any written proposals or pitches) to which the Client is granted access and provided a licence to use for the purposes of this Agreement.

“**Personal Data**” is information defined as such in the Data Protection Law.

“**Project**” is the overall project to which the Services relate as described in the SoW.

“**SoW**” is the Scope of Work document issued by OTa to the Client incorporating the relevant elements of OTa’s quotation/proposal (including the Services).

“**Services**” are the consultancy, strategic, analytical, advisory, reporting, networking, introducing and/or facilitating services to be provided by OTa as specified in the SoW.

“**Talent**” means social media or brand ambassadors, influencers, celebrities, artists, content creators and/or producers engaged by OTa as part of the Project.

The headings used in this Agreement are for ease of reference only and shall have no bearing on the legal construction or enforceability of this Agreement. In the case of conflict or ambiguity between any provision contained in the T&Cs and any provision in the SoW, the provision in the SoW shall take precedence. A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or replaced from time to time and shall be deemed to include all subordinate legislation made from time to time under that statute or statutory provision. Any words following the terms “**including**”, “**include**”, “**in particular**” or “**for example**” or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words. A “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a “**company**” shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.



2. SUPPLY OF SERVICES

2.1 OTa's Services can be one-off services - for example, in relation to a one-off campaign, project or matter - or retainer services for an agreed period (or a range or combination of these services). In any event, the detail of OTa's Services to the Client are set out in the SoW and OTa warrants that it shall provide such Services using the reasonable skill and care expected of a competent provider of the Services.

2.2 If the Services include OTa making Introductions, OTa shall use all reasonable endeavours to make such Introductions. The Client acknowledges that OTa is under no obligation to, and will not, hold itself out as being authorised to bind the Client in any way and the Client shall not create the impression that OTa is authorised to bind the Client in any way, and shall not do any act which might reasonably create the impression that OTa is so authorised. The Client is free to choose to enter into a contract or commitment of any kind with a third party Introduced via OTa and OTa is under no obligation beyond the initial Introduction to ensure any such contract or commitment is concluded and shall not be liable for the same.

2.3 The Services to be provided by OTa pursuant to this Agreement will be non-exclusive in all respects. Nothing in this Agreement shall prevent or in any way limit OTa's ability to provide similar services to other third parties (including customers, clients, licensees, licensors, business partners, brands, artists, influencers and ambassadors).

3. CLIENT OBLIGATIONS

3.1 The Client will:

- (a) provide OTa with all information, co-operation, consents and licenses reasonably necessary for OTa to perform the Services;
- (b) where the Client is an entity, provide OTa with access to authorised and competent personnel, within normal business hours, and ensure that the Client Location complies with all health and safety laws and regulations, to enable OTa to perform the Services;
- (c) use the Services in accordance with the terms of this Agreement, all applicable laws and regulations and any reasonable instructions given by OTa to the Client from time to time;
- (d) ensure the adequacy, integrity, security, virus checking and accuracy of the Client Input Material and ensure the same are maintained in the event of loss for any reason;
- (e) comply with all applicable laws and regulations (including legislation relating to bribery, such as the Bribery Act 2010);
- (f) not solicit for employment or engagement any employee, officer or director of OTa for a period not exceeding six months after such employee, officer or director leaves OTa except with the written permission of OTa unless such employment or engagement arises as a result of a properly placed public advertisement.

3.2 If the Client is to procure the Services for the benefit of an End-User, it shall ensure that such End-User is bound by the terms of this Agreement and complies with all obligations (save for the obligation to pay) of the Client in this Agreement.

3.3 If the Client is provided physical or remote access to OTa's offices, technology or systems, the Client will fully comply with any health and safety and physical and technological security requirements, measures or policies notified to it by OTa.

3.4 Time shall not be of the essence in respect of delivery of any Services or Deliverables. Any timescales set out in the SoW are estimates only and OTa shall not be liable for any loss, cost, expenses or damages suffered by the Client or a third party howsoever arising whether directly or indirectly from the failure of OTa to commit to a particular date.

3.5 If the Services include OTa making Introductions, the Client shall, following any Introduction, promptly notify the date it enters into a transaction with the relevant third party via the Introduction, the amount of the payments due under that transaction and the dates on which payments under that transaction are payable.

4. TERM AND TERMINATION

4.1 This Agreement shall start on the applicable date set out in the SoW or when OTa commences the Services (whichever is the sooner) and continue for the period as set out in the SoW (or, if no such period is specified, until the obligations of both parties have been performed under this Agreement).

4.2 If the Client cancels any Services less than 4 week(s) before the agreed date on which the Project is to commence, it shall be liable for: (a) a portion of the Charges proportionate to the amount of work already carried out by OTa; (b) any pre-payments agreed to be made prior to the Services commencing; and (c) any and all Expenses already incurred by OTa to date in anticipation of the Services.

4.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of this Agreement and (if that breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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 ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the agreement has been placed in jeopardy.

4.4 OTa may suspend provision of the Services, or terminate the Agreement, with immediate effect if the Client fails to pay any amount due to OTa within 14 days of being informed in writing by OTa that the amount is overdue.

4.5 Without prejudice to OTa's other remedies, the Client will pay all Charges accrued, and Expenses incurred, up to and including the effective date of termination.

4.6 Any clauses that are intended to survive termination will survive termination of this Agreement and will continue in full force and effect, including, without limitation, clauses 3, 5, 6, 7, 8, 9, 11 and 13.

5. CHARGES

5.1 All Charges stated in the SoW are exclusive of VAT (which, where applicable, shall be paid by the Client together with other applicable tax in the manner prescribed by law from time to time).

5.2 OTa may require payment of all or a portion of the Charges upfront and/or some or all of the Charges may be invoiced monthly (or annually) in advance and/or Charges may be payable in a different manner as per the SoW. In any event, unless otherwise specified in the SoW, subject to clause 5.3, the Client shall pay all Charges and Expenses due within 30 days from the date of invoice.

5.3 Where Commission is payable in accordance with this Agreement:

(a) the Client shall promptly notify OTa of any payments due and received under the transaction to which it relates; and

(b) unless otherwise specified in the SoW, such Commission shall be due to OTa (whether invoiced or not) within 30 days of the Client receiving the corresponding payment under the respective transaction. If the Client receives payment under such transaction in instalments, then Commission shall be calculated and paid on such instalments as they are received by the Client.

5.4 If the Client fails to pay any Charges or Expenses by the due date, OTa shall be entitled to charge interest on the overdue amount. Any such interest shall be paid by the Client to OTa on demand, from the due date up to the date of actual payment, after as well as before judgement, at the rate of 4% per annum above the base rate from time to time of the National Westminster Bank Plc. Any interest shall accrue on a daily basis and be compounded quarterly.

6. LIABILITY

6.1 Nothing in this Agreement will apply so as to restrict or exclude either party's liability for death or personal injury resulting from the negligence of that party or for fraud or fraudulent misrepresentation.

6.2 The warranties provided by OTa are as expressly set out in this Agreement and OTa excludes all other warranties and conditions (whether implied by statute, common law or otherwise) to the extent permitted by law.

6.3 Where OTa's Services constitute advice, opinions or recommendations of any kind, the Client acknowledges that it is responsible for any opinions, recommendations, forecasts or other conclusions made or actions taken by it or anyone else (including, where applicable, any End-User) on the basis of any Services and/or Deliverables provided and nothing provided by OTa in connection with the Services or Deliverables is, or shall be deemed to constitute, financial, legal, regulatory, tax, or similarly related professional advice.

6.4 Except in relation to clause 6.1, OTa shall not in any circumstances be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any:

(a) loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

(b) loss or corruption (whether direct or indirect) of data or information (including, without limitation, Client Input Material);

(c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time) or business interruption;

(d) loss or liability (whether direct or indirect) under or in relation to any other contract (including any contract(s) concluded or to be concluded between the Client and any third party introduced to it); and

(e) any other special, indirect or consequential loss or damage.

6.5 Subject to clauses 6.1 and 6.4, OTa's total aggregate liability in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with an SoW shall in all circumstances be limited to a sum equal to 110% of the Charges payable by the Client pursuant to such SoW.

6.6 OTa shall not be required to carry out its obligations, and OTa shall not be liable to the Client in respect of its obligations, if at any time it is prevented from performing its obligations or delayed in any way due to the Client's breach of this Agreement, or the acts or omissions of the Client or Client's employees, agents or subcontractors or End-User(s). The Client shall reimburse OTa for any additional costs it incurs due to such breach, acts or omissions.

7. CONFIDENTIALITY

7.1 The recipient of any Confidential Information will:

(a) keep Confidential Information in strict confidence and use a reasonable standard of care in protecting it, which will not be less than the standard of care it uses to protect its own confidential information;

(b) only use Confidential Information to perform its obligations under the Agreement;

(c) not disclose Confidential Information to any third party; and

(d) when requested by the disclosing party, return or destroy the Confidential Information (and notify the same to the disclosing party).

7.2 Information is not Confidential Information if it is:

(a) in or enters the public domain other than by breach of clause 7.1 or 7.2;

(b) already in the recipient's lawful possession or obtained by the recipient through a third party who is free to disclose it without confidentiality restrictions;

(c) authorised for release by the disclosing party's written consent; or

(d) required to be disclosed by law or competent court or regulatory body, provided that a reasonable opportunity is given to the disclosing party to lawfully restrict such disclosure.

7.3 Provided it does not use Confidential Information other than in accordance with the aforementioned provisions in this clause, the Client agrees that OTa may issue a press release concerning the Project and may also carry out further reasonable public relations/marketing activities, such as case studies, to demonstrate its relationship with the Client.

8. DATA PROTECTION

8.1 Each party agrees that it shall comply with its respective obligations under Data Protection Law.

8.2 Only to the extent, under this Agreement, one party is acting as processor for the other party (the controller) in respect of any Personal Data to be processed pursuant to this Agreement (all as defined under Data Protection Law), the controller will ensure that it has a sufficient and valid lawful basis for providing any Personal Data to and authorising the processor to perform its obligations, activities and exercise its rights under this clause 8 and the processor shall:



- (a) process the Personal Data only in accordance with the controller's documented instructions unless required to do so by law;
- (b) ensure that any person processing the Personal Data is bound by obligations of confidentiality;
- (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk and assist the controller in relation to the same;
- (d) not engage another processor (a "sub-processor") without the controller's written authorisation (not to be unreasonably withheld or delayed). Where authorisation is granted, the processor shall be responsible and liable to the controller for the performance of such sub-processor's obligations and all sub-processors engaged shall be bound by obligations no less onerous than those set out in this clause 8. So far as is necessary for the purposes and/or performance of this Agreement, the Client hereby grants OTa written authorisation to use hosting service providers which OTa uses for its back office systems;
- (e) not transfer any Personal Data outside the European Economic Area or UK without the controller's written authorisation and, where such written authorisation is given, ensuring that the appropriate safeguards, as required by Data Protection Law, are in place;
- (f) taking into account the nature of the processing, assist the controller in its obligations to respond to data subject requests to exercise their rights (all subject to any of the restrictions provided by Data Protection Law);
- (g) where a data protection impact assessment is necessary, assist the controller (at the controller's reasonable cost) in undertaking prior consultation with the supervisory authority where required;
- (h) at the choice of the controller, delete or return to the controller all of the Personal Data after the end of the provision of services relating to processing, and delete existing copies unless applicable law requires storage of the Personal Data;
- (i) make available to the controller all information necessary to demonstrate compliance with the obligations detailed in this clause 8.2, and immediately inform the controller if, in the processor's opinion, an instruction infringes Data Protection Law. Upon the controller's request and at the controller's reasonable cost, the processor shall allow for and contribute to audits, including inspections, conducted by the controller or the controller's approved auditor in relation to the processor's obligations under this clause 8.2; and
- (j) notify the controller without undue delay after becoming aware of a Personal Data breach, and in any event within 36 hours

and the subject-matter of the processing shall be as set out in writing, including in the SoW. The subject matter includes the performance of obligations under this Agreement pursuant to the Project. The duration of the processing shall be for the term of this Agreement. The nature and purpose of the processing is the exchange, storage, transmission and use of Personal Data in the ordinary course of business, for the purpose of contract performance in relation to the subject-matter. The type of Personal Data and applicable categories of data subjects shall be as set out in writing, including in the SoW where appropriate.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 OTa (and, where applicable, its licensors) shall retain ownership of all Intellectual Property Rights in the OTa Branding and OTa Input Materials. Subject to the receipt of payment of the Charges when due, OTa grants to the Client a non-exclusive, royalty-free licence to use the OTa Input Materials for the duration of this Agreement as required for the purposes of this Agreement.

9.2 The Client (and, where applicable, its licensors) shall retain ownership of all Intellectual Property Rights in the Client Branding and Client Input Materials. The Client grants to OTa a non-exclusive, royalty-free licence to use, copy, and modify the Client Input Materials for the duration of this Agreement as required for the purposes of this Agreement.

9.3 The Intellectual Property Rights in any Deliverables provided to the Client pursuant to this Agreement shall be and remain the property of OTa and/or its licensors, save that, on full payment by the Client of all Charges and Expenses, and subject to the Client complying with the terms of this Agreement, with the exception of any OTa Branding and OTa Input Materials (the Intellectual Property Rights in which shall at all times be retained by OTa and/or its licensors pursuant to clause 9.1), OTa shall assign to the Client all Intellectual Property Rights in the Deliverables.

9.4 Unless otherwise specified in this Agreement, or unless agreed otherwise, and (for the avoidance of doubt) save for, and subject to, the abovementioned provisions in this clause 9 (including those relating to Client Branding, Client Input Materials and Deliverables), the Client agrees that ownership of any Intellectual Property Rights in the content produced by any Talent engaged as part of the Project (including content posted on social media) shall be retained by the Talent. OTa shall use all commercially reasonable endeavours to procure a licence for the Client to be able to use such Talent content as appropriate for the purposes of the Client's own promotion and marketing.

9.5 Subject to the aforementioned provisions in this clause 9, any and all Intellectual Property Rights in all other aspects of the Services shall be owned, and continue to be owned, by OTa and/or its licensors.

9.6 Notwithstanding anything to the contrary in this Agreement, OTa shall not be prohibited or prevented at any time from utilising any skills, knowledge, templates, formats, techniques, structures, systems or methodologies of a general nature acquired during the course of providing the Services, including (but not limited to) information publicly known or available or information that could reasonably be acquired during similar work for another client of OTa or via a similar commercial transaction.

9.7 The Client shall indemnify OTa, and keep OTa indemnified, against any and all losses, damages, costs (including all legal fees) and expenses incurred by or awarded against OTa arising out of or in connection with any and all claims, disputes and complaints made by a third party or third parties against OTa for actual or alleged infringement of that third party's Intellectual Property Rights in relation to any use by OTa of the Client Branding or Client Input Materials.

10. FORCE MAJEURE

10.1 A party shall not be liable to the other if it is prevented from the performance of its obligations under this Agreement (except payment obligations) by an event that arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control. A party that claims to be affected by such matters will promptly notify the other party.

11. GENERAL

11.1 Neither party shall assign, transfer, mortgage, charge or declare a trust of any of its rights and obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, OTa may assign this Agreement, without the other party's consent, to any of its group companies from time to time (where applicable) or to any purchaser of all or substantially all of its assets, or to any successor person by way of merger, consolidation or similar transaction.

11.2 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. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

11.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

11.5 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to the email address specified in the SoW, or delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or trading address. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

11.6 Subject to any variation under clause 11.8, these T&Cs form part of the Agreement to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document)

11.7 Notwithstanding any other terms and conditions which the Client has proposed or may seek to impose on OTa, this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the agreement.

11.8 Except as expressly provided in the SoW, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.9 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

12. DISPUTE RESOLUTION

12.1 If any dispute arises in connection with this Agreement, a director or other senior representative of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. The commencement of such dispute resolution will not prevent OTa commencing or continuing court proceedings for any payments due to it and outstanding under this Agreement.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).