

L R P

L R P[®]

TERMS AND CONDITIONS OF BUSINESS

LITTLE RED PANDA LTD

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United Kingdom

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LITTLE

RED

PANDA

INDEX

TERMS AND CONDITIONS OF BUSINESS	3
BACKGROUND	3
DEFINITIONS	3
DIGITAL IMAGE SERVICE.....	5
ESTIMATES AND QUOTES.....	5
CONDUCT OF THE SHOOT	6
OVERTIME AND ANTISOCIAL HOURS.....	6
CANCELLATIONS	6
ACCEPTANCE & DELIVERY	6
STORAGE OF DIGITAL MATERIAL.....	7
DATA PROTECTION	7
COPYRIGHT & USAGE LICENCES.....	7
ARTIFICIAL INTELLIGENCE.....	8
ADDITIONAL / EXTENDED USAGE	8
EXCLUSIVITY	8
THIRD PARTY RIGHTS	9
CREDITS AND CLIENT CASE STUDIES	9
PAYMENTS.....	9
EXPENSES	10
RETURN OF MATERIALS.....	10
INDEMNITY.....	10
EXTENT OF LIABILITY.....	10
CONFIDENTIALITY	11
TERMINATION	11
EFFECTS OF TERMINATION	11
FORCE MAJEURE	12
CLIENT PRODUCT CARE.....	12
METHODS OF DIGITAL CONTENT CREATION	13
DIGITAL CONTENT APPROVAL	13
MATERIAL APPROVAL	14
GENERAL	14
SCHEDULE 1 - DIGITAL ASSETS SPECIFICATION AND PROCESS.....	16
SCHEDULE 2 - ORDER CONFIRMATION	20
SCHEDULE 3 - CODE OF CONDUCT	21

TERMS AND CONDITIONS OF BUSINESS

BACKGROUND

THESE TERMS AND CONDITIONS WILL:

1. apply to all Productions undertaken by Little Red Panda Ltd for the Client and to all Usage Licences relating to such Production; and
2. prevail over any inconsistent terms or conditions contained, or referred to, in Client's purchase order, confirmation of order, acceptance of Estimate or Order Confirmation, specification or other document supplied by Client, or implied by law, trade custom, practice or course of dealing.

DEFINITIONS

"LRP" means Little Red Panda Limited, registered in England and Wales with company number 07674357 and having its registered office at Unit D, 14 Collent Street, London, E9 6SG, United Kingdom.

"Production" means the provision of the relevant Digital Image Services by LRP to the Client.

"Advertiser" means any client of the Client for whose benefit or use the Licensed Assets are commissioned.

"Client" is the party commissioning LRP in respect of the Production and includes the Client's affiliates, assignees, and successors in title.

"Code of Conduct" means the Code of Conduct attached to this agreement as Schedule 3.

"eCommerce-Level Digital Assets Specification" has the meaning given in Schedule 1 – Part 1.

"Creative and Look-Book Digital Assets Specification" has the meaning given in Schedule 1 – Part 2.

"Creative and Look-Book Digital Image Services" means the provision of digital image services by LRP to the Client resulting in the production of Digital Assets to the Creative and Look-Book Digital Assets Specification.

"Controller" has the meaning given to it in the Data Protection Legislation.

"Data Protection Legislation" means:

- i. the General Data Protection Regulation (Regulation (EU) 2016/679 as incorporated into the law of the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 ("UK GDPR"); and
- ii. the DPA 2018 to the extent that it relates to processing of Personal Data and privacy, each as amended and updated from time to time.

"Digital Assets Specification" means in respect of the Creative and Look-Book Digital Image Services, the Creative and Look-Book Digital Image Specification; and in respect of the eCommerce-Level Digital Image Services, the eCommerce-Level Digital Image Specification.

"Digital Image Services" means the Creative and Look-Book Digital Image Services; and / or the eCommerce-Level Digital Image Services, in each case as provided by LRP to the Client.

"eCommerce-Level Digital Image Services" means the provision of digital image services by LRP to the Client resulting in the production of Digital Assets to the eCommerce-Level Digital Assets Specification.

"Estimate" means any email or other document created by LRP and sent to the Client setting out the proposed Fees and expenses for any Production along with information as to Usage Licences.

"Fee" means the LRP fees as set out in the Order Confirmation.

"Digital Assets" means the raw data used to create Licensed Assets.

"Force Majeure Event" means any circumstance not within a party's reasonable control, including:

- a. acts of God, flood, drought, earthquake or other natural disaster;
- b. epidemic or pandemic;

- c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d. nuclear, chemical or biological contamination or sonic boom;
- e. any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- f. collapse of buildings, fire, explosion or accident; and
- g. any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this clause or those of its subcontractors or affiliates);
- h. non-performance by suppliers or subcontractors (other than by affiliates of the party seeking to rely on this clause); and
- i. interruption or failure of utility service.

"Licensed Assets" means the still and / or moving Digital Assets as specified in the Order Confirmation and as selected by the Client from the Digital Assets to be licensed for use by the Client in accordance with these Terms.

"Order Confirmation" means a written order confirmation in respect of a Production provided by LRP to the Client containing the information detailed in Schedule 2 – Order Confirmation; or, where no separate order confirmation is produced and the Production proceeds, the relevant Estimate shall be deemed to be the Order Confirmation.

"Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Personal Data Breach" has the meaning given to it in the Data Protection Legislation.

"Production Duration" means the number of confirmed hours or days of a Production whether undertaken consecutively or in separate parts and includes all production, travel, recce, preparation or test days.

"Supervisory Authority" has the meaning given to it in the Data Protection Legislation.

"Usage Licence" means the licence to use the Licensed Assets as set out in clause 9 below.

"Working Day" means a day that is not a Saturday or Sunday or any day that is a Bank Holiday in England and Wales.

"BUR" or **"Base Usage Rate"** means the figure by reference to which additional Fees for additional usage are established.

"Non-LRP Supplier" means any outsourced supplier service provided for any Production e.g. model, hair stylist, make-up, artists, stylist, stylist assistant, model maker, prop supplier.

"Digital Content Creator" means any employee or contractor, freelance or full time, of LRP who works to create digital content including but not limited to: photographer, retoucher, videographer, video editor, post-production artist.

DIGITAL IMAGE SERVICE

- 1.1.** LRP shall provide the Digital Images Services in accordance with these Terms. Licensed Assets shall be produced in accordance with the Digital Assets Specification applying to the relevant Digital Image Service unless otherwise agreed between the parties in writing in accordance with Schedule 1.

ESTIMATES AND QUOTES

- 2.1** LRP shall provide an Estimate to the Client in advance of any Production where requested by the Client.
- 2.2** The Client agrees to supply LRP with all required information in advance of the generation of an Estimate. The Client agrees that failure to supply LRP with the required information at this time may incur further costs which shall be raised with the Client at the earliest opportunity.
- 2.3** Estimates shall specify the number and characteristics of Licensed Assets that the Client shall be entitled to use, and the media and territories in and durations for which they may be used, and these shall be incorporated into the Order Confirmation and form the terms of the Usage Licence unless otherwise agreed in writing between the parties.

The Client is responsible for checking the Estimate to ensure that it provides for all requirements including but not limited to post-production, high-resolution files, the correct Usage Licences and all technical specifications for the Licensed Assets.

- 2.4** In the event a Client wishes to proceed with a Production on the basis of an Estimate, the Client shall notify LRP and LRP shall produce an Order Confirmation in respect of such Production.

Where either an Estimate or Order Confirmation has been provided or where the costs of a Production have otherwise been agreed in writing, the Client agrees to have accepted the costs in respect of any Production that then proceeds irrespective of signing or accepting any Estimate via quotation software link or the confirmation of the order via an Order Confirmation. In the event of any discrepancy between an Estimate and an Order Confirmation the Order Confirmation shall prevail.

- 2.5** The Client agrees not to commission any LRP services without having the funds available to cover the estimate in its entirety plus 10% contingency. LRP reserves the right to invoice for immediate payment for services undertaken for the Client on the basis of Client high credit risk emerging at any time, as reasonably assessed by LRP.
- 2.6** If no BUR has been stated, the relevant BUR will be equivalent to the stated per-Digital Asset rate in the Order Confirmation.
- 2.7** The Client agrees that any LRP estimation of Non-LRP Supplier costs is non-binding and the Non-LRP Supplier costs may differ to that of the LRP estimate of such cost and is specific to said Non-LRP Supplier.
- 2.8** The Client agrees to pay directly any Non-LRP Supplier costs unless otherwise agreed in writing.
- 2.9** LRP reserves the right to review each Digital Asset on a case by case basis. Any Licensed Assets in respect of which Client has required post-production beyond the agreed level additionally requested by the Client will be charged to the Client at further cost.
- 2.10** LRP reserves the right to review any Order Confirmation at any time should the actual Production requirements differ from those of the Order Confirmation.
- 2.11** Client agrees that making changes to the requirements for a Production at any stage in the process may increase the Fee and expenses.

In the event that the Client wishes to increase or otherwise change the scope of a Production (including requiring additional post-production in accordance with clause 2.9), LRP will inform the Client of any increase of costs or other impact on the Production at the earliest opportunity and any such change in scope, dates and consequent increase in costs will be subject to written agreement between the parties.

- 2.12** The Client shall receive an Order Confirmation either via quoting software link or via email. Order Confirmations generated by quoting software may be accepted via the software link or via email.

Estimates and subsequent Order Confirmations supplied by LRP to Clients are based solely upon the information provided by the Client in advance of preparing the Estimate and / or Order Confirmation and LRP shall not be liable for any issues caused as a result of any inaccuracies, omissions or other issues in such information.

CONDUCT OF THE SHOOT

- 3.1 The Production will be arranged on date(s) mutually agreed between the Parties and confirmed via the Order Confirmation.
- 3.2 During the Production LRP will take account of the Client's reasonable instructions in respect of the Production brief.
- 3.3 If the Client is not present during the Production or available for approval of digital assets LRP will interpret the brief by following industry good practice which shall be deemed acceptable to Client.
- 3.4 The Client agrees that the Client and any Client affiliates, employees or booked freelancers shall adhere at all times to the Code of Conduct.

OVERTIME AND ANTISOCIAL HOURS

- 4.1 A normal day is up to nine (9) hours (including one (1) hour for lunch) between nine (9)am and six (6)pm on any Working Day.
- 4.2 Any hours worked outside a normal day ("Antisocial Hours") may incur additional overtime fees for LRP, crew and facilities. These will be agreed between the Parties in writing.
- 4.3 Additional fees for Non-LRP Supplier crew, facilities and any other third parties required to work Antisocial Hours shall be as set out in their standard terms or otherwise negotiated in advance and agreed in writing.

CANCELLATIONS

- 5.1 In the event a confirmed Production is cancelled or postponed by the Client for reasons outside the control of LRP with less than 72 hours-notice the Client agrees to compensate LRP 100% of reasonable expenses incurred by LRP to the date of the production.
- 5.2 Expenses will include the cost of cancellation of Non-LRP Suppliers and any other third party involved in the relevant production which shall be paid directly to the Non-LRP Supplier by the Client unless otherwise agreed in writing.
- 5.3 In the event the Client wishes to move the date of any part of a confirmed Production to a date which is unavailable at LRP's in-house studios, the Client agrees to pay for the expense of hiring an alternative studio space and any other expenses in relation to this requirement which shall be agreed in advance in writing between the parties.
- 5.4 The Client acknowledges that the cost of studio hire varies and is dependent on notice and availability is not guaranteed.
- 5.5 Where a minimum spend has not been applied at Estimate phase, in the event Client neglects to select Digital Assets to become final Licensed Assets or cancels the post-production phase of a confirmed Production for any reason, Fees in respect of 50% of the total estimated image count will become due. If the Production has a minimum fee applied or post-production work has been undertaken such that Digital Assets meet the relevant Digital Assets Specification, 100% of the Fees will become due. For the avoidance of doubt any deposit paid by the Client to LRP will be applied against any sums due under this clause.
- 5.6 In the event a Client cancels a Production or any element thereof the Client agrees that all pre-approved and incurred costs to date of cancellation aligned to the Production will become due irrespective of supply by LRP of any Digital Assets or Licensed Assets (see 16.9). For clarity this includes but is not limited to Fees, Non-LRP Supplier fees, expenses and subsistence.

ACCEPTANCE & DELIVERY

- 6.1 When required, following completion of the production, LRP will deliver to the Client as soon as reasonably practicable the Digital Assets in low resolution format to enable the Client to select / edit the Digital Assets.
- 6.2 Unless agreed in writing, on receipt of low-resolution Digital Assets for editing purposes Clients have a 10 working-day time allowance to make final Digital Asset selection / edit and notify LRP in writing of those Digital Assets that Client wishes LRP to take through post-production as prospective Licensed Assets. LRP reserves the right to consider the post-production cancelled and issue a final balance invoice and close the scheduled post-production window if after the 10 working-days' time allowance no such written notification has been received. Thereafter on receipt of Client's final Digital Asset selection a supplementary invoice will be generated and due on Client approval of final Licensed Assets post-production.

- 6.3** Delivery of final Licensed Assets to the Client will be subject to any previously agreed timescales for post-production work.
- 6.4** The Client agrees that any time taken by the Client to edit their production remains outside of the mutually agreed time allowance for post-production and that time taken by the Client in respect of these activities will directly impact the time taken by LRP for post-production work.
- 6.5** The Client acknowledges that final Licensed Asset supply times may be subject to change as further detailed in clause 6.4 and that LRP shall not be bound by the Client internal critical path workflow.
- 6.6** Unless agreed in writing between the Parties the Client shall not be entitled to reject the final Licensed Assets on the basis of difference of subjective opinion where the Client brief has been adhered to by LRP and the Licensed Assets otherwise meet the relevant Digital Assets Specification.
- 6.7** LRP agrees to undertake one round of post-production Client comments or replacements within the confines of the original Client brief and post-production timeline allowance. The Client agrees to bear the cost of any further potential post-production requests which shall be mutually agreed in accordance with clause 2.11.

STORAGE OF DIGITAL MATERIAL

- 7.1** The Client shall ensure that it takes appropriate steps to keep safe an exact digital copy of all Licensed Assets supplied for the duration of the Usage Licence. LRP will not be responsible for archiving a copy of any Licensed Assets unless by prior written agreement with the Client. Any data stored by both Client and LRP shall be stored with appropriate security and in compliance with the data protection requirements detailed in clause 8.
- 7.2** Save for the purposes of the Usage Licence the Licensed Assets may not be stored in any electronic medium or transmitted to any third-party, including for the avoidance of doubt any associated or branch office of the Client, without the written permission of LRP.
- 7.3** Upon request of LRP and with mutual agreement the Client shall supply to LRP free of charge a high-resolution digital file, PDF format file or good quality hard copies of the Licensed Assets in the format in which they are published.
- 7.4** LRP will store for a maximum of 3 months raw Digital Assets from the date of creation unless agreed in writing with the Client prior to Production. Clients must complete digital asset selections (as detailed in clause 6.2) within this time window and LRP shall have no liability under this agreement, in tort or otherwise in respect of any deletion or other non-availability of such Digital Assets after the expiry of this period and the Client shall indemnify LRP against any claims from third-parties in respect of such deletion or other non-availability.

DATA PROTECTION

- 8.1** Each Party acknowledges and agrees that it is an independent Controller of the Personal Data and is therefore responsible for complying with Data Protection Legislation as a Controller including in relation to such Personal Data by:
 - 8.1.1** establishing its own lawful basis for Processing;
 - 8.1.2** filing any notification or registration required by a Supervisory Authority; and
 - 8.1.3** communicating its own privacy notice to data subjects.
 - 8.1.4** Each Party acknowledges and agrees that they will be independently responsible for assessing whether a Personal Data Breach is notifiable by it and each Party may make its own notification should it deem it necessary.

COPYRIGHT & USAGE LICENCES

- 9.1** Unless agreed in the specific terms of the Order Confirmation or otherwise in writing between the parties, the entire copyright and all similar rights throughout the world in all the Digital Assets and ownership of all Digital Assets created by or for LRP shall vest in and be retained by LRP at all times. LRP shall grant Client an exclusive (subject to the other provisions of these Terms and unless otherwise agreed in writing) licence in respect of the Licensed Assets in accordance with the terms of the Usage Licence. LRP grants that any Order Confirmation not stating a usage period shall include a usage period of 12 months.
- 9.2** Where appropriate the Client is responsible for informing the Advertiser of the extent and limitations of all Usage Licences. The Client shall ensure that any external agency commissioned by the Client to procure Digital Assets

Services on behalf of the Client is responsible for informing the Client of the extent and limitations of all Usage Licences.

9.3 Upon payment in full for a Production LRP grants to the Client the right to use the Licensed Assets on the express terms of the Usage Licence laid out in the Order Confirmation. No use may be made before payment in full without express agreement in writing by LRP.

9.4 For the avoidance of doubt, unless otherwise agreed in writing the Usage Licence shall not include a licence for model image usage which the Client must procure separately.

Provided that the Client has paid in full all invoices relating to the Production the period of use specified in the Usage Licence commences from the date of first use or 12 months after the Production date, whichever is sooner unless otherwise agreed in writing.

9.5 The Client shall not manipulate any Licensed Asset or make use of only part of any individual image without the prior written permission of LRP.

9.6 The Client may only sub-license the right to use the Licensed Assets to a disclosed Advertiser, affiliate or third party as agreed (each such party being a "Permitted Sublicensee") and strictly on the terms of the Usage Licence and any such sublicense shall not itself be sublicensable.

9.7 Neither the Client nor any Permitted Sublicensee may use the Licensed Assets in relation to any additional products or services not specified in the Usage Licence.

9.8 Any licence to use the Licensed Assets shall automatically be revoked if payment in full of a valid invoice for a Production is not received by the due date plus 10 days or if the Client becomes insolvent or is put into receivership or is subject to changes of ownership or is subject to any of the matters set out in clause 21.1.2 below.

ARTIFICIAL INTELLIGENCE

10.1 No rights other than those expressly specified in the Usage Licence are granted.

10.2 For the avoidance of doubt, LRP reserves the rights, and the Client has no rights to, reproduce and/or otherwise use the Licensed Assets in any manner for purposes of training machine learning or other technologies commonly known as artificial intelligence to generate imagery or other output types, including without limitation, technologies that are capable of generating works in the same style or genre as the Licensed Assets, unless the Client obtains the specific and express permission of LRP.

10.3 Nor does the Client and/or Advertiser have the right to sub-license others to reproduce and/or otherwise use the Licensed Images and/or Digital Assets in any manner for purposes of training artificial intelligence technologies to generate imagery or other output types without the specific and express permission of LRP.

ADDITIONAL / EXTENDED USAGE

11.1 Any additional or extended use of the Licensed Assets may attract an additional fee which must be agreed by both parties in writing in advance.

11.2 Any estimates of additional or extended Usage Licence Fees provided to the Client are valid for a period of three months from the date of the estimate only unless otherwise notified in writing.

11.3 The Client acknowledges that such estimates do not include provision for any Non-LRP Supplier or third-party rights which are the responsibility of the Client.

11.4 Any extended or additional use made without permission shall attract an additional Fee calculated by reference to the relevant BUR and an administration Fee.

EXCLUSIVITY

12.1 Subject to any rights reserved to LRP under this agreement, all Usage Licences granted by LRP to the Client shall be exclusive to the Client unless otherwise agreed in writing.

12.2 Subject to clause 12.3, unless agreed in the Order Confirmation, LRP undertakes not to grant any other licence in respect of the Licensed Assets to any third-party without the Client's consent. This clause shall survive the termination of this agreement.

- 12.3** LRP reserves the right to use the Licensed Assets for the purposes referred to in clause 14.3 whether or not in the context of the Client or Advertiser's published content or other material in which the Licensed Assets are incorporated, including without limitation the Client or Advertiser's branding and the Client hereby grants LRP a non-exclusive royalty-free, perpetual licence for these purposes.

THIRD PARTY RIGHTS

- 13.1** Engagements of Non-LRP Suppliers are subject to such terms and conditions as those parties may require which shall be made available by LRP to Client when the same are supplied to LRP at the Client's written request.
- 13.2** Estimated Non-LRP Supplier model fees cover modelling time only and the Client shall be responsible for bearing costs of model usage unless otherwise stated on the Estimate, Order Confirmation and/or invoice.
- 13.3** Items created specifically for the Production shall remain the property of their creator unless agreed otherwise.
- 13.4** LRP shall not be responsible for obtaining any clearances, licences or similar in respect of third-party copyright works, trademarks, designs or other intellectual property used in relation to the Production unless expressly agreed in writing prior to the Production.

CREDITS AND CLIENT CASE STUDIES

- 14.1** In respect of all editorial uses and otherwise as additionally stated in the Estimate or the Order Confirmation the Client shall procure where reasonably possible that LRP's name is printed in reasonable proximity to all editorially published reproductions of the Licensed Assets.
- 14.2** Where commercially reasonable Client shall tag LRP in any social media posts pertaining to Licensed Assets produced for the Client.
- 14.3** At the point the Licensed Assets are published into the public domain by the Client, the Advertiser or its or their representatives, the Licensed Assets shall cease to be regarded as Confidential Information and LRP reserves the right to use any digital content generated that incorporates the Licensed Assets for purposes of the promotion of LRP and its services, which shall include any reasonable method of association to the Client as deemed appropriate to any given platform including the LRP website or social media channels. This includes the use of Licensed Assets, third-party product and also recognisable models in perpetuity.
- 14.4** Once published in the public domain, the Client acknowledges that LRP may use the Licensed Assets and related digital content as detailed in clause 14.3 and shall inform LRP of any reasonable restrictions.
- 14.5** Client agrees for LRP to create BTS (Behind The Scenes) digital content and permits the use of such BTS content for LRP social media channels.

PAYMENTS

- 15.1** Client shall pay a deposit of 50% of the Fees as detailed in the Order Confirmation and shall be invoiced in full having made final image selections in accordance with clause 6.2 in which case the total invoice must be paid in full before final delivery of Licensed Assets unless otherwise agreed in writing.
- 15.2** Invoices shall be payable when issued unless otherwise agreed in writing between the parties.
- 15.3** Unless otherwise agreed in the Order Confirmation or otherwise in writing Clients must pay either:
- 15.3.1** 100% of the Fees; or at LRP's election
- 15.3.2** a minimum deposit of 50% of the Fees, in advance to confirm their Production booking no later than 3 days (72 hours) ahead of the booking date. Any minimum spend requirements will be invoiced immediately on completion of the associated Production day. The final balance will be invoiced on confirmation of the Digital Assets selected for LRP post-production to undertake work upon. The balance of the Fees must be paid ahead of the delivery of any final Licensed Assets unless specifically agreed otherwise in writing. Any additional or further images selected to be converted to additional Licensed Assets will be invoiced with a further final invoice.
- 15.4** On mutual agreement via a signed Order Confirmation, Clients requiring a credit facility may request to be added to the LRP Client Account System and will then undergo a credit risk assessment and be notified of their individual credit limit which shall be continually monitored in line with Clause 2.5. Clients exceeding their credit limit will be required to pay 50% deposit on future productions or revert to 100% payment in advance whichever is deemed by LRP as more appropriate in the circumstances.

- 15.5** Clients using a PO system in order to make payment for any given job must raise the PO number no later than seventy-two (72) hours before the start of the confirmed Production date.
- 15.6** All expenses and Non-LRP Supplier costs must be paid in advance of the Production unless otherwise agreed in writing and such invoices are due on presentation.
- 15.7** LRP reserves the right to issue the Client with a final valid invoice either on the completion of the Production or on delivery of final Licensed Assets with the agreement of the Client which shall not be unreasonably withheld.
- 15.8** If there is a delay of 10 working days or longer between agreed required pre-production work and the Production dates LRP reserves the right to invoice the Client for all agreed and incurred pre-production costs.
- 15.9** All Fees and any agreed Non-LRP Supplier and / or third-party fees are payable by the Client irrespective of publication of Licensed Assets by the Client or the Advertiser.
- 15.10** The Client agrees not to use or share on any platform or in any circumstance any Licensed Assets without payment in full unless otherwise agreed in writing by LRP.
- 15.11** The Client acknowledges that refusal of payment is forfeiture of any Usage Rights to any Digital Assets supplied by LRP in relation to the unpaid invoice and that publication of any Licensed Assets or other Digital Assets supplied by LRP without payment in full constitutes breach of copyright.
- 15.12** LRP reserves the right to charge interest on late payments at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until the date payment is made.
- 15.13** In the event a Client refuses payment LRP reserves the right to liquidate any Client asset/s or product/s in the possession of LRP in order to recoup relevant and valid costs incurred in relation to the Production.
- 15.14** LRP hereby notifies the Client the right to escalate to legal proceedings and/ or call into use debt recovery or trade insurance services where appropriate, in which event the Client hereby acknowledges and consents that LRP shall share the appropriate Client contact data, personal or otherwise to such services for the purposes of processing a claim.
- 15.15** All payments are due in pounds sterling unless expressly stated otherwise.

EXPENSES

- 16.1** The Client acknowledges that all expenses figures provided in advance of a Production are estimates only and may be subject to adjustment in line with any changes to the Client brief.

RETURN OF MATERIALS

- 17.1** Not including agreed social media posts or blogs, within thirty (30) days of expiry of any Usage Licence the Licensed Assets stored as digital files stored by the Client, Advertiser or any of its or their affiliates or third-parties must be deleted.

INDEMNITY

- 18.1** Each party (Client and LRP) shall indemnify the other and keep their respective officers and employees indemnified indefinitely against all liabilities, claims, costs, damages and expenses claimed or incurred (including legal costs) or licence fees due by reason of any infringement claim, or alleged infringement, of any intellectual property rights relating to any failure by either party to obtain third party clearances or arising out of use of the Digital Assets by the other party or in respect of the Client, the Advertiser or any affiliate of the Client or the Advertiser.

EXTENT OF LIABILITY

- 19.1** During the term of this contract neither party shall be liable to the other for any loss of profit, loss of contracts, loss of business or revenues, loss of production or for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of that party or its employees, Non-LRP Suppliers, agents or sub-contractors or otherwise) which arise out of or in connection with the Production.
- 19.2** With the exception of the Client's obligations to pay the Fees, each party's maximum aggregate liability for all losses, damages, costs, claims and expenses however or whenever arising out of or in connection with these Terms shall in any event be limited to the total amount of the fees paid to LRP by the Client in relation to the relevant Production.

- 19.3** Notwithstanding the above, nothing in these terms excludes or limits the liability of either party for death or personal injury caused by its negligence or that of its employees, Non-LRP Suppliers, agents or sub-contractors, for any fraudulent statement or act or for any matter which it would be illegal to exclude.
- 19.4** LRP hereby disclaims any warranties, conditions and other terms on or relating to the services hereunder or any parts thereof which might otherwise be implied whether by statute, law, custom, course of dealing or otherwise, including without limitation any warranty, condition, or other terms of merchantability, quality, fitness for purpose or non-infringement to the fullest extent permitted by law.

CONFIDENTIALITY

- 20.1** Each party will keep confidential and will not disclose to any third-parties or make use of material or information communicated to them in confidence for the purposes of the production, save as may be reasonably necessary for such party to carry out the obligations in relation to the production.
- 20.2** It shall be the sole responsibility of the Client to arrange for any third party involved in the production to enter into an equivalent confidentiality agreement.
- 20.3** LRP will not be liable for any breach of confidentiality by any third party or Non-LRP Supplier.

TERMINATION

- 21.1** Either party will be entitled to terminate these Terms in respect of any Production immediately by giving written notice to the other if the other party:
- 21.1.1** Commits a material breach of these Terms and fails to remedy that breach (if remediable) within 30 days after receipt of written notice requesting its remedy; or
 - 21.1.2** is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of the other party's assets are the subject of any form of seizure, or the other party goes into liquidation either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or a receiver or administrator is appointed over the other party's assets or if there is a change in ownership of the Client.
- In this instance all and any invoices due to LRP will remain valid and due as per the terms of this agreement. Continuation of use of any LRP digital asset without payment in full regardless of new Client company ownership or receivership shall be deemed breach of copyright and material breach of these terms.
- 21.2** LRP reserves the right to stop work on any Production at any time for reasons of (but not limited to) health and safety without notice whereby LRP will communicate to the Client the cause of the cessation of work at the earliest possible opportunity.

EFFECTS OF TERMINATION

- 22.1** On termination or expiry of these Terms for whatever reason:
- 22.1.1** The Client shall pay all sums due and owing the date of which will be automatically accelerated to the date of termination.
 - 22.1.2** LRP shall promptly return all products and any relevant confidential information to the Client immediately providing all expenses and invoices either drafted, due or overdue to LRP are paid in full.
 - 22.1.3** The Client shall promptly return all confidential information to LRP.
 - 22.1.4** All Usage Licences and any other licenses to any Digital Assets including any Licensed Assets shall immediately cease.
- 22.2** The provisions of Clauses 2, 7, 9, 10, 11, 12, 13, 14, 17, 18, 19 and 20 and the definitions section and any other provisions which by implication should survive shall survive expiry or Termination.
- 22.3** Any termination and/or suspension of these Terms shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.
- 22.4** In the event LRP ceases work for the reason that the Clients states they are unable to pay any sums due or breach the terms of this agreement during any Production for the Client, the Client agrees to pay LRP in full for the work

undertaken by LRP including all expenses incurred to the date of the cessation of work. LRP will supply the Client with any Licensed Assets to the date of cessation providing that the Client pays LRP in full.

FORCE MAJEURE

23.1 Neither party shall be liable for delay in performing obligations or for failure to perform obligations hereunder if the delay or failure results from a Force Majeure Event. The Parties shall use all reasonable endeavours to minimise any such delay. Upon cessation or easing of the Force Majeure Event giving rise to the delay, the Parties shall, insofar as may be practicable under the circumstances, complete performance of their respective obligations hereunder and communicate this in writing to the other Party. Under no circumstance will a Force Majeure Event excuse a Party's obligations to make payments when due under this Agreement. In the event that a Force Majeure Event persists for more than 30 days either party may terminate this agreement on five days' written notice to the other party.

CLIENT PRODUCT CARE

24.1 LRP agrees to accept deliveries of Client's products into their selected studio premises on the following terms:

24.1.1 Receipt of Goods: The Client agrees not to deliver any product to any of LRP's selected premises for any reason without accepting full accountability for booking in, inventory, safety, legality, condition, delivery and collection of the products. The Client shall not attempt to make delivery without prior notice to LRP, nor outside of a Working Day.

- a) The Client agrees to fully insure under their own policy against the full total replacement value or repair cost value to the client of all total goods, products, and materials delivered to the selected LRP premises to include insurance cover for transit, prep, production, and both tended and unattended storage. The Client agrees to indemnify LRP against any damage or loss occurring during any form of transit.
- b) The Client shall not attempt to deliver any hazardous or illegal substance to LRP premises.
- c) LRP will notify the Client of any damage to or loss of the Client's product/s discovered by LRP at the earliest available opportunity.
- d) The Client agrees not to send to LRP any shipment that contains products which are not identifiable by barcode with a corresponding digital Client-generated inventory in the form of a searchable spreadsheet without written agreement between both parties.
- e) In the event any Client requires LRP to create a coded inventory of a shipment of products or to identify and locate any specific product within any shipment the Client agrees to recompense LRP for any reasonable expense incurred in relation to coding.
- f) The Client warrants that it is standard but not guaranteed procedure for LRP to check and tally shipments at the earliest opportunity.
- g) The Client agrees to pay for all associated costs when organising their own couriers to LRP, such as, but not restricted to, custom duty, import taxes and VAT.

24.1.2 Storage of Goods: LRP will safely store Client products at LRP premises or secure storage facility for the requisite time period before and during the relevant Production. The post-production storage period is not to exceed 5 Working Days without prior agreement.

24.1.3 LRP reserves the right to transport and store Client product/s at a secure off-site facility only when necessary and in the event the product requires storage outside of the 5 Working Day allowance. The Client agrees to pay the cost of the transport and storage which shall be mutually agreed and reasonable.

24.1.4 Return of Goods: LRP reserves the right to return product/s to the Client during Working Hours with 24 hours' notice using a logistics transport provider of LRP's choice. The Client agrees to pay the reasonable cost of the return of products.

- a) LRP will endeavour to repackage any product to be returned to the Client to the same standard of packing and in the original packaging as received by LRP. The Client acknowledges that the original packaging may not be suitable for the purposes of return.
- b) LRP reserves the right to use branded stickers and/ or packaging to identify the product as to be returned to the Client.

- c) The Client acknowledges that the product may not be returned in a condition for immediate resale.
- d) The Client may collect their product in person or with the logistics provider of their choice only during a Working Day, with prior notice and that any Client or logistics provider agrees to abide by the instructions of LRP on arrival.

24.1.5 Product Loss or Damage: In the rare event that any accidental damage to or loss of the Client's product/s is caused directly by the negligence of LRP the Client will be notified at the earliest available opportunity. LRP agrees to be liable for the cost of any damage or loss in this instance only to the full wholesale cost of the product which shall be refunded to the Client or credited against the final invoice relating to said product production. This does not relate to product in transit as per clause 24.1.1.(a).

24.1.6 Any Client wishing to visit the premises of LRP may do so by prior appointment only within LRP Working Days.

METHODS OF DIGITAL CONTENT CREATION

- 25.1** The Client's brief must be supplied in written format no later than three (3) days prior to the Production date. When a brief is not supplied by the Client by this date, LRP will maintain the applicable Digital Assets Specification. In the event that the Client's brief would require any variation to the applicable Digital Assets Specification, this shall be treated as a request for a change in scope pursuant to clause 2.11.
- 25.2** In the event the Client's product or model supplied are not in a condition acceptable for image creation based on the Order Confirmation or the Client's brief requirements LRP will use reasonable endeavours to rectify the issues where this is reasonably possible and the Client agrees to pay a surcharge to cover the cost of styling/manipulating the Client's product/ model to its expected condition. This includes but is not restricted to: Product or Model - Shape - Hair - Colour - Skin/ tattoo - Cleanliness - Makeup - Design - Physical condition - Details - Body shape - Health/ vitality level. If it is not reasonably possible to so rectify the issues and the Client's product or model remains not in a condition acceptable for image creation then LRP shall have no liability to the Client to the extent that this impacts on the Production and Client shall indemnify LRP for their reasonable wasted costs as a result of the same.
- 25.3** LRP will endeavour to match any Licensed Assets from previous photography/ videography or examples supplied by the Client within the constraints of the above clause provided the Licensed Assets meet the level of quality provided by LRP standard services. The Client agrees to pay the cost of any specific lighting or digital equipment required above the standard level.

DIGITAL CONTENT APPROVAL

- 26.1** At its discretion, LRP may undertake the creation of a Client style-guide for both photography and retouching in order to expedite all Production workflow processes and for the assumption of Client approval across bulk Digital Asset creation up to but not including final Client approval and sign off of the Licensed Assets.
- 26.2** In lieu of a complete Client style guide for production or post-production LRP shall take the previous Client-approved Production as the base for the continuation of work for the Client.
- 26.3** LRP reserves the right to utilise any employee or freelancer of their choice to produce digital assets for any Client.
- 26.4** Should the Client wish to work with any particular employee of LRP they shall inform LRP prior to the Production date. LRP will use reasonable endeavours to accommodate but cannot guarantee such requests.
- 26.5** Any Production attended by the Client or their representative shall be taken by LRP as fully approved during the presence of the Client.
- 26.6** Any specific instructions regarding any Production must be made clear in the Client's written Production brief in accordance with clause 25.1.
- 26.7** The Client agrees to review their Digital Assets at the earliest opportunity after receipt or when requested by LRP or any Digital Content Creator at any stage of Production. The Client agrees that any Digital Content Creator may request verbal or written approval from the Client or their representative in respect of any Digital Assets during any stage of the Production.
- 26.8** The Client agrees that any verbal approval from the Client or their representative shall be taken as full approval and acceptance by the Digital Content Creator and that the Client has a full understanding and acceptance of the final Licensed Asset to be supplied in line with the approval request.

- 26.9** Where the Client or their representative is not present on any Production LRP will use reasonable endeavours to communicate any Digital Assets for approval purposes during any Production. The Client must take no longer than fifteen (15) minutes to respond and agrees that if the response time is greater than fifteen (15) minutes, approval shall be granted automatically to LRP and the relevant Digital Assets shall be deemed acceptable and appropriate as the basis for potential Licensed Assets.
- 26.10** The Client shall cover the full cost of reproducing any Digital Asset deemed unusable by the Client where LRP is not at fault. Non-LRP fault includes but is not restricted to:
- 26.10.1 When the Client or their representative are present: Poor quality product, incorrect product shot with Client oversight, change of any Client preference in regards to preference of product, product combination or model or both, failure of model performance or attendance, Client failure to identify and communicate any fault with any product, failure to communicate any preference in regards to any product regardless of precedent of production for said Client, failure to feedback changes in preferences in regards to image composition, lighting or backgrounds to LRP in such a way as to prevent the Production proceeding in a timely manner.
- 26.10.2 When the Client or their representative are not present: poor quality product, failure to notify of any change of any preference of product selection or model to be shot, sending product unfit for photography or videography, failure to send any product in time for any Production, failure to feedback preferences to LRP in such a way as to prevent the Production proceeding in a timely manner, failure to communicate any preference or changes in preferences in regards to image composition, lighting or backgrounds to any Production including the nature of any given Production regardless of precedent of Production for said Client, failure of Client-booked model performance or attendance.

MATERIAL APPROVAL

- 27.1** Further Digital Assets may be selected by the Client from the Production at further cost to the Client.
- 27.2** The Client agrees that any verbal communication from the Client or their representative during any Production in regards to image lighting, background and composition may be taken as direct instruction of change of brief.
- 27.3** The Client acknowledges that it is not standard procedure for LRP to release Digital Assets as raw digital data. The Client agrees that should the Client or its representative wish to undertake pre/ production and/or post production of any Digital Assets produced by LRP outside the services of LRP that this shall not affect the Order Confirmation.
- 27.4** The Client acknowledges that LRP does not supply raw or layered-retouched files or partially or unedited edited moving-image content.

GENERAL

- 28.1 Waiver:** No delay or omission by a party in exercising any right or remedy under these Terms shall operate to impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right or remedy shall not preclude any further exercise or the exercise of any other right or remedy.
- 28.2 Assignment/Sub-contracting:** Neither party shall be entitled to assign, transfer, delegate or sub-contract the whole or any part of its rights and obligations under these terms save for normal business practices without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 28.3 Notices:** Any notice under these Terms shall be duly given if: (a) delivered personally; or (b) sent by prepaid post, in which case it shall be deemed to have been received forty eight (48) hours after posting; or (c) sent by email, ftp, shared online folder or by hyperlink, in which case it shall be deemed to have been received when transmitted.
- 28.4 Entire Agreement and Variation:** These Terms and the Order Confirmation constitute the entire agreement between the parties with respect to their subject matter.
- 28.5 Severability:** If any part of these Terms is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the Terms and the remainder shall continue to be valid and enforceable to the fullest extent permitted by law.
- 28.6 Relationship:** Nothing in these Terms shall be construed so as to give rise to any agency, joint venture, partnership or relationship of employer and employee between the parties.

- 28.7 Third Party Rights:** The provisions of these Terms are for the benefit of the parties and are not intended to confer upon any person except the parties any rights or remedies hereunder. No person who is not a party to these Terms shall have any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 28.8 Law and Jurisdiction:** These Terms are governed by the laws of England & Wales and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England & Wales.

SCHEDULE 1 - DIGITAL ASSETS SPECIFICATION AND PROCESS**1. PART 1 – eCommerce-Level Digital Assets Specifications:****1.1 Photography****a. Shooting:**

- i. Capture on Pro Canon digital DSLR for still images or equivalent.
- ii. Use of Capture One Pro and Adobe Suite software or equivalent.
- iii. All images will be shot at 100% resolution of the camera system in use
- iv. Provision of professional studio lighting systems - LRP shall use the appropriate good industry practice content creation techniques currently available using lighting and digital media. LRP reserves the right to select the style of lighting and the level of digital medium appropriate to any Client brief.
- v. One single product and one model per shot only and more than one product or model shall be deemed a “multiple group” and priced accordingly.

b. Re-touch and post-production:

- i. Retouch or any post-production work will be undertaken in no greater detail than 100% interpolation of the original raw file and to Adobe Photoshop standard.
- ii. Retouch will include cut out and light clean-up of product or model only to an eCommerce grade level, as reasonably determined by LRP.
- iii. Product pathed and placed onto a separate background when required.
- iv. A small amount of re-shaping of Client product.
- v. Alpha channel and placement onto a standardised background with true shadow brushed through.
- vi. Light skin clean-up of blemishes, cuts, spots and small scars.
- vii. A basic colour correction where the digital medium has reacted unexpectedly to a client’s product colour.
- viii. Model - Light removal of facial and body hair where reasonable.
- ix. There will be one round of retouch amends per image unless otherwise agreed in writing between the parties.
- x. Licensed Assets will be supplied on a white or off-white background unless otherwise agreed in writing.
- xi. LRP agrees to undertake colour matching of a digital asset to a real-world product when being transferred to a digital medium. Colour analysis may be undertaken at the Production or post-production phase. The criteria of colour matching shall be either: a. Photographically grey balanced to neutralise all colours using a professional grade white balance card. Any discrepancies caused by the digital medium misreading a colour the photographer may make adjustments during the production process. b. Judgement by eye comparing the Client’s product under daylight balanced light to the digital image presented on a calibrated computer screen during the retouch process. The Client agrees not to request colour matching amends unless the Client has also used criteria b technique to judge the product colour.

c. Format and delivery:

- i. Frame IO for shared group image selection when required (Downloading software may be required by the Client).

- ii. Retouch via Adobe Suite.
- iii. Licensed Assets will be supplied in single flattened jpeg format only unless otherwise agreed in writing.
- iv. Photography stills:
 - Jpeg format (at a maximum of the pixel dimensions from requested camera resolution).
 - Adobe RGB or sRGB (or equivalent updated industry standard from time to time).

1.2 Video:

- a. Capture Canon or Sony Video Systems or equivalent
- b. XF-AVC 10 bit or equivalent
- c. Format and delivery:
 - i. Delivery at MP4 Format or equivalent (Or equivalent updated industry standard from time to time).
 - ii. Licensed Assets featuring models shall be supplied with an agreed standardised area of padding space around the model. The Client acknowledges that variety in model physical shape and size will affect the placement of the model within the padding window. Model's silhouette shape falling outside the Client's standard padding window may require resizing e.g. models with: very high top hairline, very wide shoulders, much shorter in stature to the standard Client model preference.
 - iii. Align model Licensed Assets across the model's eye level and hem line of comparative garment.
 - iv. Licensed Assets will be delivered via FTP (e.g. WeTransfer).

1.3 Variations from eCommerce-Level Digital Assets Specification:

- a. The Client may request changes to any element of the eCommerce Digital Assets Specification no later than three days prior to the relevant element of Production. LRP shall reasonably consider such changes and notify the Client in writing of the cost of implementing such changes and the impact on the Production, including any necessary changes in Production Dates, in accordance with clause [4.[X]].
- b. The Client agrees to pay reasonable costs for the time taken for multiple focus stacked digital assets.
- c. Examples of work above the eCommerce-level Digital Assets Specification re-touch level include but are not restricted to:
 - i. Colour matching to pre-existing non-LRP digital assets.
 - ii. Colour shifting of Licensed Assets outside the field of the product colour range gamut.
 - iii. Colour shifting multiple elements of a single product.
 - iv. Cleaning an unreasonable amount of unremovable dirt, scuffing or damage to a physical product.
 - v. Retouching beyond 100% pixel depth.
 - vi. Reshaping or warping of a product or model to a level that does not reflect the true shape or nature of the product.
 - vii. Removing large tattoos, heavy body or facial hair.
 - viii. Placement of multiple items / elements to create a composite image.
 - ix. Generation of digital reflections in reflective products.
- d. LRP will endeavour to price as accurately as possible for retouch/ post production. In some cases it is necessary to review the price offered to the Client due to the nature of the Client's products. In the

event the product reacts to the methods undertaken during production or post-production in an unexpected/ unpredictable way LRP will inform the Client of the need for further retouch work required. In the event further post production is required due to the nature of the Client's product or model the Client agrees to cover reasonable costs for additional post production work as per the above clause and to include but not restricted to the following:

1.4 Post Production Amends:

- a. The Client shall expect a minimum of 1 round of post-production comment amends per Digital Asset in order to check and approve or request amends. All and any individual comment concerns must be communicated by the Client in round 1 amends phase.
- b. Any allowance for any subsequent amends (round 2 amends) shall be stated on the Order Confirmation.
- c. Round 2 amends must be in direct relation to the enhancement of a previous (round 1) retouch amend request. Round 2 amends are not to be used as an opportunity to raise new or additional retouch requests that are unrelated to the round 1 amend request/s.
- d. Retouch amends requested at round 2 stage which are unrelated to round 1 requests will be deemed billable at an agreed rate which shall be reasonable.
- e. The Client acknowledges that round 2 amends which are additional and unrelated to round 1 amends will adversely impact on the final delivery time of the Digital Asset and shall incur further cost to the Client.

1.5 Image Supply The standard LRP file supply format is as follows:

a. Colour matching:

- i. LRP agrees to undertake colour matching of a digital asset to a real world product when being transferred to a digital medium but cannot guarantee a perfect colour match. Colour analysis may be undertaken at the Production or post production phase.
- ii. The criteria of colour matching shall be either:
 1. Photographically grey balanced to neutralise all colours using a professional grade white balance card. Any discrepancies caused by the digital medium misreading a colour the photographer may make adjustments during the production process.
 2. Judgement by eye comparing the Client's product under daylight balanced light to the digital image presented on a calibrated computer screen during the retouch process.
 3. The Client agrees not to request colour matching amends unless the Client has also used criteria b technique to judge the product colour. LRP will undertake one round of reasonable adjustments to colour matching at no additional cost.
- b. The Client agrees to pay for the reasonable cost of a colour matching retoucher to be present during the duration of their production if necessitated by the complexity of the Client's product.

2. PART 2 – Creative and Look Book Digital Assets Specification

- 2.1** Time Allowance: Creative and Look-Book Production full days run 9am to 6pm with 1 hour lunch break (8 hour working day), a four (4) hour time window for a half day, or a pro-rata hourly rate.
- 2.2** The Productions are considered a creative collaboration between LRP and the Client where a photographer / videographer or equivalent artist will interpret the brief and work with the Client / Client's creative team on the Production day to generate Digital Assets.
- 2.3** All Creative and Look-Book Production shoots are undertaken on the understanding that approval of the Digital Assets occurs through the shoot day on set and the shoot ends once the brief is completed or Client is satisfied. This can lead to either a shorter working day or overtime. In the event a pre-booked full or half day time requirement is reduced during the production the nearest maximum half day rate plus the hourly pro rata rate is applied. Overtime above the agreed pre-booked time required is calculated at £50 per LRP / Non-LRP Supplier person on set per hour to the nearest half hour.
- 2.4** **Applicable Fees:**

- a. Single Per Full Day, Half Day, or hourly rate Shoot Fee - This covers in-house studio, lighting, digital and photographer. This also applies to location shoots. This fee is due regardless of any final digital asset selection. Additional production time will be charged at the appropriate rate as detailed above.
- b. Expenses - Any costs incurred to create the Production including but not limited to set building, props, external studio hire, models, styling, HMUA and subsistence.
- c. Production Fee (10%) - This is a fee added onto the total combined costs of the above.
- d. Retouch Fee - This is billed per Digital Asset selected from the production at a pre agreed per asset rate. Clients can select as few or as many images as they want to pass through post production to become licensed assets.
- e. Usage Licence Fee – As per the Order Confirmation or as otherwise agreed in writing between the parties.

2.5 Equipment:

- a. Equipment used will be as per the eCommerce Digital Assets Specification unless otherwise agreed.

2.6 Variations from Creative and Look-Book Digital Assets Specification:

- a. The Client may request changes to any element of the Creative and Look Book Digital Assets Specification no later than three days prior to the relevant element of Production. LRP shall reasonably consider such changes and notify the Client in writing of the cost of implementing such changes and the impact on the Production, including any necessary changes in Production Dates, in accordance with Terms and Conditions of Business, clause 2.11.

SCHEDULE 2 - ORDER CONFIRMATION

1. Each Order Confirmation shall contain, as a minimum the following information:
 - i. Client name
 - ii. Client address
 - iii. Client contact details
 - iv. Number and details of Licensed Assets to be produced
 - v. Fees, including any minimum spend; and any BUR
 - vi. Credit terms and limits
 - vii. Agreed variations to applicable Digital Assets Specification
 - viii. Production Duration
 - ix. Production Dates
 - x. Client products to be provided
 - xi. Non-LRP Suppliers, including whether procured by Client or LRP
 - xii. Post-production period and date for delivery of Licensed Assets
 - xiii. Media on which Licensed Assets may be used
 - xiv. Territory in which Licensed Assets may be used
 - xv. Duration for which Licensed Assets may be used
 - xvi. Any other relevant terms where deemed required by LRP
2. **In respect of eCommerce-Level Digital Assets:**
 - i. the Order Confirmation shall specify, or if it does not so specify, shall be deemed to specify, that such eCommerce-Level Digital Assets may only be used for ecommerce “below the line” online use only, which shall not include online banner use or social media marketing campaigns; and
 - ii. Licensed Assets shall be used solely for ecommerce web sales platforms owned by the Client unless otherwise stated on the Order Confirmation or agreed in writing between the parties.
3. In the event that certain items are included in a Confirmation Statement generated by LRP’s electronic CRM system or other written document and other information is included in the Estimate, the combination of such information shall be deemed the Order Confirmation.

SCHEDULE 3 - CODE OF CONDUCT**1. Shoot days at LRP:**

- a.** Studio opening times: 9:00am - 6:00pm
- b.** Call time: Please arrive on time, call time is stated on your call sheet.
- c.** Shoot duration: 9:00am - 5:30pm:
LRP shoot days typically run from 9:00am - 6:00pm, with shoot time finishing at 5:30pm.
- d.** Lunch: 1:00pm - 2:00pm
- e.** Overtime: If overtime is required, this can be arranged by the LRP Production team.
Overtime charges may apply.

2. LRP Code of Conduct:

To establish clear expectations for on-set behaviour, promote a positive work environment, and ensure compliance with company values and legal standards please follow the LRP Code of Conduct:

- a.** Respect and Professionalism
 - i.** Treat all colleagues, clients and visitors with courtesy, respect, and kindness.
 - ii.** Foster a positive, inclusive, and collaborative work environment.
- b.** Harassment-Free Environment
 - i.** Refrain from any form of discrimination, harassment, or bullying.
 - ii.** Be mindful of language and behaviour that could offend others.
- c.** Teamwork and Collaboration
 - i.** Support and collaborate with colleagues to achieve shared goals.
 - ii.** Communicate openly and effectively to promote teamwork.
- d.** Confidentiality
 - i.** Protect sensitive information and respect the confidentiality of both the company and colleagues.
 - ii.** Do not disclose confidential or proprietary information without authorisation.
 - iii.** Any concerns or complaints must be brought immediately to the attention of LRP Production. Studio visitors found to have behaved inappropriately, depending upon the circumstances, may be requested to vacate the premises of the production pending a formal investigation.