

## TERMS & CONDITIONS

Little Shadow

UK Terms & Conditions of Business

### INTERPRETATION

1.1 In these Terms, the following terms shall have the following meanings:

"Agreement" means the Quote, these Terms and any Contract for Services.

"Client" means the person, firm, company or other entity who has instructed Little Shadow to carry out the Services (as defined below) as set out in the Agreement

"Client Materials" means any goods, products and materials in whatever form (including all Intellectual Property Rights in the same) provided or made available by the Client to Little Shadow for use in connection with the Agreement, and including any master tapes, film negative prints, sound tapes, video tapes or visual images or sound held in any media.

"Confidential Information" means such information as Little Shadow may from time to time provide to the Client (in whatever form including orally, written, in electronic, tape, disk, physical or visual form) relating to the Agreement and the Works, and all know-how, trade secrets, tactical, scientific, statistical, financial, commercial or technical information of any kind disclosed by Little Shadow to the Client whether in existence prior to the parties entering into the Agreement or which subsequently comes into existence, including any copies, reproductions, duplicates or notes in any form whatsoever.

"Contract for Services" means any subsequent contract for the provision of Services entered into between Little Shadow and the Client pursuant to these Terms.

"Intellectual Property Rights" means copyright (including rights in computer software), database rights, design rights, moral rights, patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, and topography rights, know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, and all intellectual property rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any of the rights and forms of protection mentioned in this definition.

"Quote" means a quote presented by Little Shadow in respect of Services to be provided to the Client.

"Services" means the services to be provided by Little Shadow for the Client pursuant to the Agreement, and includes the Works (as defined below) arising out of the Services.

"Terms" means these terms and conditions of business.

"Little Shadow" means Little Shadow of 3-4 Bakers yard, London, EC1R 3DD

"Little Shadow Intellectual Property" means all rights, including Intellectual Property Rights, in and to (i) Little Shadow's proprietary underlying software, libraries, engines, subroutines and development tools and utilities (in source code and object code form), including underlying models, rigging, animation data and all pre-existing intellectual property rights therein, footage or audio recordings which in each case are of general use or applicability in VFX and general production and which were in existence prior to the parties entering into the Agreement or developed independently of the Agreement; and (ii) any other materials, in whatever form (including documents, information, data and software), which were in existence prior to the parties entering into the Agreement or developed independently of the Agreement.

"Value Added Tax" means value added tax as provided for in the Value Added Tax Act 1994 and legislation (or purported legislation and whether delegated or otherwise) supplemental thereto, and in any tax similar or equivalent to value added tax imposed by any country other than the United Kingdom and any similar or turnover tax replacing or introduced in addition to any of the same.

"Works" means the products and materials created, developed and produced by Little Shadow for the Client pursuant to the Agreement.

1.2 Headings used in these Terms are purely for ease of reference and do not form any part of or affect the interpretation of these Terms.

1.3 The words "include" and "including" shall not be construed restrictively.

1.4 Any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

## FORMATION OF CONTRACT

2.1 The Services will be carried out in accordance with these Terms, any Quote, and any subsequent Contract for Services to the exclusion of any other terms and conditions the Client seeks to impose whether orally or in writing, unless agreed otherwise in writing by the parties.

2.2 All representations, conditions or warranties, or other terms concerning the Services which might otherwise be implied or incorporated in the Agreement, whether by statute, common law or otherwise are, to the maximum extent permitted by law, excluded from the Agreement or any variation thereof, unless expressly accepted by Little Shadow in writing.

2.3 No employee, freelancer or agent of Little Shadow has the power to vary these Terms orally or in writing, or to make any statement or representation about the Services offered, their fitness for any purpose or any other matter.

2.4 Upon requesting Services from Little Shadow, the Client shall be deemed to have accepted these Terms and these Terms shall become binding as between the Client and Little Shadow, notwithstanding the absence of any formal acknowledgement.

2.5 The Client and Little Shadow may enter into a Contract for Services which will constitute a separate binding contract between the parties which shall incorporate (with any necessary changes) these Terms. In the case of any conflict or inconsistency between these Terms and any subsequent Contract for Services, these Terms shall take precedence.

2.6 This contract is divisible. The work performed in each month (or in each stage, etc) during the currency of the contract shall be invoiced separately. Each invoice for work performed in any month shall be payable by the customer in full, in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in the work performed or to be performed in any other month (stage, etc).

## PRICES AND TERMS OF PAYMENT

3.1 Little Shadow will invoice the Client for the prices quoted in respect of Services to be provided at the times set out in the relevant Quote or Contract for Services.

3.2 Little Shadow shall be entitled to make an adjustment to any quoted prices in the event that additional costs are incurred, or likely to be incurred, by reason of:

3.2.1 the Client Materials (or any part thereof) being, in the reasonable opinion of Little Shadow, in any way defective, in an unsuitable format (or a different format to that which Little Shadow is expecting to receive the same) or of unsuitable quality for normal processing;

3.2.2 any information supplied by the Client or any third party in connection with the Agreement and the Services being inaccurate or incomplete, or failing to give Little Shadow a full and accurate indication of the work involved and/or time and resources required; or

3.2.3 changes by the Client or any third party in its requirements for the Services or Works; or

3.2.4 exceptional circumstances outside the control of Little Shadow, including currency fluctuations and changes in third party costs.

3.3 For all accounts, 50% of the invoice total shall be paid prior to the commencement of any job. This initial payment shall be defined as the "Commencement Deposit". Little Shadow Limited reserves the right not to commence any work on a Client project until the "Commencement Deposit" has been received as cleared funds through their Bank (NatWest). We therefore recommend that payment of the initial "Commencement Deposit" be paid at least (5) working days prior to the required commencement of any job we undertake for and on behalf of the Client. The outstanding balance 50% shall be due, in full, upon completion of the job (i.e. upon delivery of the final works to the client), unless other payment method has been specifically agreed to and confirmed in writing by Little Shadow Limited to the Client, or unless the total job amount exceeds £20,000 (Sterling), excluding VAT at the prevailing rate, in which case clause (3.4) of this schedule shall apply.

3.4 Large Payments: In consideration of any large payments, i.e. any job that exceeds £20,000 (Sterling), excluding VAT at the prevailing rate, Little Shadow Limited may require the Client to make an intermediate stage payment of 25% outstanding of the total job amount, in addition to the Commencement Deposit, which shall be separately invoiced by Little Shadow Limited at the appropriate stage of build as identified in the Client Quotation. Little Shadow Limited reserves the right to cease further work on the respective project should payment of this amount not be met, in full, by the Client at the appropriate stage. Subsequently, any delay of a stage payment, could result in a delay on the delivery of the overall project/works.

3.5 Subject to clause 3.6 and unless otherwise agreed by Little Shadow in writing, all invoices rendered by Little Shadow are payable within 28 days of the date of invoice and any interim invoices are payable within 7 days of the date of invoice.

3.6 Little Shadow expressly reserves the right, at its sole option, to require payment by instalments during the performance of the Agreement and/or to require payment of all amounts due to Little Shadow in respect of Works to be provided prior to delivery of such Works.

3.7 The Client shall pay all amounts owing to Little Shadow in full and shall not exercise any rights of set off or counterclaim against invoices submitted.

3.8 Payment of all amounts shall only be made in the currency in which they are invoiced and shall not be subject to any deductions or charges whatsoever.

3.9 In the event of default in payment by the Client under the Agreement, Little Shadow shall be entitled, without prejudice to any of its other rights or remedies, to suspend any further performance of the Services without notice and to charge interest on any amount outstanding at the rate of 4% above the base rate of Royal Bank of Scotland from time to time (accruing from day to day both before and after judgment), from the due date of payment to the actual date of payment.

3.10 All sums payable under this Agreement are exclusive of Value Added Tax and any other duty or tax, which shall (if and to the extent applicable) be payable by the Client at the rate and in the manner from time to time prescribed by law.

3.11 The Client shall pay any withholding tax or other similar taxes applicable for the Services or otherwise required by law to be deducted from any payment by the Client to Little Shadow pursuant to the Agreement. Should the Client be required to pay any such withholding or make such deduction on account of tax, the Client shall pay such additional amount as will ensure that Little Shadow receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received had no such withholding or deduction been required. The Client shall indemnify Little Shadow against all costs, claims, expenses (including reasonable legal expenses) and/or proceedings arising out of or in connection with such payments. The Client and Little Shadow shall cooperate in good faith to respond to any query from the applicable tax authorities in connection with withholding tax or other similar taxes and shall each make available to the other any information or documents and all relevant approvals or authorisations which the applicable tax authorities may reasonably require.

## PERFORMANCE AND DELIVERY

4.1 Unless otherwise agreed in writing between the parties, all times specified in a Quote or Contract for Services for performance of the Services and delivery of the Works are given in good faith but are not guaranteed by Little Shadow.

4.2 Notwithstanding that Little Shadow and the Client may have agreed that time is of the essence in respect of specified Services or Works, the time for performance of the Services or delivery of the Works shall in every case be dependent upon prompt receipt of all necessary information, materials (including Client Materials), final instructions and/or approvals from the Client. The Client acknowledges and agrees that any changes to its requirements and/or the occurrence of any of the circumstances in clause 3.2 may result in delay in performance or delivery, for which Little Shadow shall not be liable.

4.3 With regards to live action filming Little Shadow will produce the Works in accordance with the standards reasonably to be expected of a professional program maker. It is agreed that Little Shadow shall be granted by the Client reasonable artistic licence as applicable. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested by the Client.

4.4 The Works will be mastered to any industry format required by the Client.

4.5 The Client or representative shall be present during all shoots which involve Artistes and/or individuals employed by it or other persons it has introduced to Little Shadow for appearance in the Programme and who are not considered professional talent.

4.6 Where the Works are to be delivered electronically, the Client acknowledges and agrees that:

4.6.1 electronic delivery is not a completely secure medium of communication and that an unauthorised third party may intercept, tamper with or delete the Works to be delivered electronically; and

4.6.2 electronic delivery may involve reliance upon third party providers and data carriers, over which Little Shadow has no control.

4.7 Little Shadow shall not be responsible for and shall have no liability to the Client or any third party for:

4.7.1 any delay in delivery or any non-receipt of any Works delivered electronically;

4.7.2 any loss or damage (including loss of data) that results from any person gaining unauthorised access to any Works delivered electronically;

4.7.3 use or disclosure of any data obtained by any third party as a result of that third party gaining unauthorised access to any Works delivered electronically; and

4.7.4 any loss or damage resulting from any malfunction of or the introduction of any viruses, worms, logic bombs, time locks, time bombs, trojan horses and/or bugs to any equipment and/or software used to effect and/or receive any Works delivered electronically.

4.8 Little Shadow shall be entitled to keep any and all materials shot or produced in relation to the Works. Little Shadow shall be entitled to destroy or retain the same materials at its absolute discretion.

4.9 Unless specifically requested not to do so in writing, Little Shadow may use the Works within promotion material and showreels.

## INTELLECTUAL PROPERTY

5.1 The Client acknowledges that Little Shadow (or its third party licensors) owns, and shall retain ownership of, Little Shadow Intellectual Property, and Little Shadow shall not at any time be required to deliver to the Client any of Little Shadow Intellectual Property whatsoever.

5.2 The Client acknowledges and agrees that if in the course of performing the Services (including any processing or production of materials on behalf of the Client) Little Shadow discovers or devises any techniques or know-how, all rights of every kind in and to such techniques and know-how shall belong to and vest in Little Shadow and shall be deemed to be Little Shadow Intellectual Property for the purposes of the Agreement.

5.3 Little Shadow shall retain ownership and possession of, and all rights (including all Intellectual Property Rights) in and to, any original character design, ideas or concepts presented or created by Little Shadow in relation to the Agreement, unless otherwise agreed in writing by the parties. Where the Client requires a licence to use any such original character design, ideas or concepts, for whatever purpose, the terms of such licence shall be agreed by the parties in writing pursuant to a Quote and/or any subsequent Contract for Services.

5.4 Subject to clauses 5.1 to 5.3 above and any other terms agreed pursuant to a Quote or Contract for Services, all title and Intellectual Property Rights in and to the Works (excluding Little Shadow Intellectual Property), shall pass to the Client only upon the Client paying to Little Shadow all sums due and payable under the Agreement. To the extent required, the parties may agree on terms for the licence of Little Shadow's Intellectual Property (or any part of it) incorporated into the Works, to enable the Client to receive the benefit of the Works.

5.5 The Client hereby grants to Little Shadow a perpetual, non-exclusive, transferable, sub-licensable, royalty-free licence to use the Client Materials to the extent necessary for Little Shadow and/or its suppliers to provide the Services and the Works.

5.6 The Client acknowledges and agrees that Intellectual Property Rights in and to underlying materials processed by Little Shadow in the performance of the Services and/or embodied in the Works may be owned by third parties and that the use by the Client of the Works shall be subject always to the Client obtaining any and all necessary licences and consents from the relevant underlying rights' owner(s).

## CONFIDENTIALITY

6.1 Where Confidential Information has been disclosed to the Client, the Client acknowledges that such Confidential Information has been disclosed in confidence, may have considerable value and is of significant importance to Little Shadow.

6.2 The Client further acknowledges that Little Shadow makes no representation with respect to the accuracy or completeness of any Confidential Information, except to the extent agreed by Little Shadow in writing.

6.3 The Client agrees to keep the Confidential Information, including Little Shadow Specific IP and Little Shadow Background IP provided to the Client pursuant to clause 5, in complete confidence and not to disclose it to any third party. Save as expressly permitted under the Agreement, the Client shall not use, copy in whole or in part, modify or adapt the Confidential Information in any way without Little Shadow's prior written consent, which may be given or withheld in its absolute discretion.

6.4 The Client may use the Confidential Information only for the purposes contemplated by the Agreement and for no other purpose. The Client may disclose the Confidential Information to such of its officers, employees and agents to whom disclosure is necessary for the performance of its obligations under the Agreement provided the Client shall ensure

such officers, employees and agents observe the obligations of confidentiality imposed by this clause 6 and the Client shall be liable for any failure by them to do so.

6.5 The Client shall not be in breach of this clause 6 if it discloses Confidential Information where such disclosure is required by law, regulation or order of a competent authority provided that Little Shadow is given, where possible, reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

6.6 The Client acknowledges that any breach of its confidentiality obligations under this clause 6 would cause Little Shadow irreparable and unquantifiable damage and that Little Shadow shall be entitled to apply for and obtain (without prejudice to any other rights or remedies available to Little Shadow in contract or at law) interlocutory and/or final injunctive or other equitable relief against or in respect of any actual or threatened breach of this clause 6 by the Client.

6.7 On receipt of a written demand, the Client shall return to Little Shadow, or destroy at Little Shadow's option, any and all written documents or materials containing Confidential Information, together with all copies thereof, and if Little Shadow should so require the Client shall, when returning documents or materials, provide to Little Shadow a statutory declaration duly executed by an officer of the Client confirming that, to the best of the declarant's knowledge, information and belief, the Client has complied with all of its obligations under this clause 6.

6.8 The Client's obligation to keep the Confidential Information confidential and secure shall survive termination of the Agreement.

## CANCELLATION AND VARIATION

7.1 Except where otherwise stated in a Quote or Contract for Services, this Agreement will expire on completion of the Services to be provided pursuant to it.

7.2 The Agreement (and any Services to be provided under it) may only be cancelled with the written consent of Little Shadow and in accordance with these Terms (and if applicable, the terms of any subsequent Contract for Services). The giving of consent shall not in any way prejudice Little Shadow's right to recover from the Client full compensation for any loss or expense arising from such cancellation of the Agreement.

7.3 Notwithstanding clause 7.2 and without prejudice to any other rights or remedies available to Little Shadow, the Client may give Little Shadow written notice of cancellation of the Agreement (and any Services to be provided thereunder), provided that where such notice is received by Little Shadow:

7.3.1 less than 24 hours prior to the date for performance or the commencement of performance of the relevant Services (the "Target Date"), Little Shadow shall be entitled to charge the Client the full price specified in the Quote or the relevant Contract for Services or, if none is stated, the applicable amount chargeable to the Client based on Little Shadow's rate card current at the Target Date; and

7.3.2 less than five working days but more than 24 hours prior to the applicable Target Date, Little Shadow shall be entitled to charge the Client one half of the full price specified in the Quote or the relevant Contract for Services or, if none is stated, one half of the applicable amount that chargeable to the Client based on Little Shadow's rate card current at the Target Date,

in each case reflecting the fact that Little Shadow is unlikely to be able to secure an order for the Services and/or to reallocate the resources allocated to the Client's order within the specified timeframes.

7.4 Little Shadow may cancel this Agreement (and any Services to be provided under it) at any time on written notice to the Client. Cancellation under this clause shall be without prejudice to any other rights or remedies available to Little Shadow (including the right of Little Shadow to recover payment from the Client for any Services provided).

7.5 Any provisions of the Agreement which by their nature are intended to survive cancellation or expiry (including clause 6 (Confidentiality) and clause 8 (Liability and Indemnity) shall remain in full force and effect notwithstanding any cancellation or expiry of the Agreement.

## LIABILITY AND INDEMNITY

8.1 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of law.

8.2 Subject to clause 8.1 and without prejudice to any other provision of these Terms, the Client agrees that:

8.2.1 the Agreement states the full extent of Little Shadow's obligations and liabilities in respect of the Works and performance of the Services;

8.2.2 under no circumstances shall Little Shadow be liable for any indirect, special or consequential loss or damage whatsoever, or for any loss of business profits, business interruption, depletion of goodwill, loss of use or corruption of data or software, whether on a direct or indirect basis;

8.2.3 Little Shadow's entire liability for any direct loss suffered by the Client under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall (subject to clause 4.4 above and clause 10.1 below) be limited to the actual charges paid by the Client in accordance with the Agreement; and

8.2.4 this clause 8.2 is reasonable and necessary in the circumstances and, having regard to that fact, does not take effect harshly or unreasonably against the Client.

8.3 The Client shall indemnify and hold harmless Little Shadow from and against all claims or proceedings and all loss and damage of any kind, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Little Shadow as a result of or in connection with:

8.3.1 any defamatory or libellous matter or any infringement or alleged infringement of a third party's Intellectual Property Rights or other rights arising out of the supply or use of the Client Materials in relation to the Works and/or in the course of carrying out the Services;

8.3.2 any damage to property caused by Little Shadow in the course of carrying out the Services as a result of any act or omission of the Client (including its officers, employees, freelancers and agents); and



8.3.3 any breach by the Client, including its officers, employees, freelancers and agents of any of these Terms or the terms of any Contract for Services.

8.4 Clause 8.3 above shall apply whether the Client, or its officers, employees, freelancers or agents, have been negligent or otherwise.

8.5 Any recommendations or suggestions by Little Shadow relating to the use of the Works are given in good faith but it is for the Client to satisfy itself of the suitability of the Works for its own particular purpose. Accordingly, unless otherwise expressly agreed in writing, Little Shadow gives no warranty as to the fitness of the Works for any particular purpose, even though that purpose may be specified in the Quote, and any implied warranty or condition (statutory or otherwise) to that effect is excluded.

## INSURANCE

9 The Client shall maintain and keep effective at all times insurance policies with reputable insurers as are sufficient to protect the Client against any loss or liability which it may incur or suffer arising out of the Agreement, including insurance which covers the Client for any damage or loss for which Little Shadow is not liable pursuant to these Terms, and which protects the Client against any accidental loss, damage or destruction to any Client Materials or any other materials of any kind supplied by the Client to Little Shadow whilst in the possession or control of Little Shadow. Little Shadow may at any time request the Client to provide copies or certificates of insurance or other evidence to prove compliance with this clause.

## STORAGE OF CLIENT MATERIALS

10.1 Little Shadow shall be under no liability whatsoever in respect of any loss or damage to or destruction of the Client Materials (whether such Client Materials are in the possession of Little Shadow or otherwise) and it is the Client's responsibility to ensure that it has appropriate back-up copies of all Client Materials.

10.2 In accordance with clause 9 above, the Client shall insure all Client Materials to their full value against all risks.

10.3 The Client shall provide details to Little Shadow for the return of the Client Materials within two months from the date of confirmation of a Quote or Contract for Services, as applicable. If the Client does not provide Little Shadow with details for the return of the Client Materials, Little Shadow shall send the Client Materials to its archive upon completion of the Services and Little Shadow shall be entitled to charge the Client reasonable storage charges for doing so.

10.4 Where Client Materials are supplied or specific instructions are given by the Client, Little Shadow accepts no liability for any reduction in the quality of the Services caused by defects or errors in or the unsuitability of such Client Materials or by Little Shadow's use of the Client Materials or adherence to any of the Client's specific instructions.

## CUSTOMER INPUT AND ACCESS TO/USE OF LITTLE SHADOW PREMISES AND EQUIPMENT

11.1 The Client shall be solely responsible for ensuring that all information, advice and recommendations given to Little Shadow either directly or indirectly by the Client or by the Client's employees, freelancers or agents are accurate, correct and suitable. Acceptance of

or use by Little Shadow of such information, advice or recommendations shall in no way limit the Client's responsibility hereunder, unless Little Shadow specifically agrees in writing to accept responsibility.

11.2 The Client hereby undertakes to Little Shadow to ensure that all of its personnel (including its employees, freelancers and agents) who at any time have access to any premises occupied by Little Shadow or at which any of Little Shadow's equipment shall be kept, shall at all times:

11.2.1 observe all rules, policies and regulations in force at the applicable premises, including all health and safety regulations and any rules governing the use of equipment and/or facilities at the applicable premises;

11.2.2 keep confidential and not divulge or communicate or make any use of any Confidential Information which the applicable person shall become aware of as a result of being present at the applicable premises.

## PUBLICITY

12.1 Little Shadow may publicise, advertise and market the Works on its website(s), social media site(s), blog(s), in pitches to third parties, in connection with any appropriate industry awards, or in any other manner, as Little Shadow may in its sole discretion decide, without the prior written consent of the Client.

12.2 The Client hereby grants to Little Shadow a perpetual and royalty-free licence to use the Works throughout the world for the purposes of clause 12.1 above and in order for Little Shadow to promote its business by whatever means it sees fit.

## DATA PROTECTION

13.1 The Company will comply with all relevant data protection legislation, including any legislation relating to the General Data Protection Regulations ('GDPR') coming into force in May 2018.

13.2 The Client agrees to execute and be bound by any future documentation produced by the Company to enable them to comply with clause 13.1 above.

13.3 In signing this agreement the Client consents to the Company holding and processing personal data in accordance with the GDPR and in line with the Company's Privacy Policy.

## BRIBERY

14 The Client shall, and shall ensure its officers, employees, freelancers and agents, comply with all laws relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 (the "Bribery Act") in all matters relating to the Agreement, and shall not (i) engage in any activity, practice or conduct which would constitute an offence under the Bribery Act if such activity, practice or conduct had been carried out in the UK; or (ii) do or suffer anything to be done which would cause Little Shadow to contravene the Bribery Act.

## INSOLVENCY

15 If the Client shall become bankrupt, or under the provisions of Section 123 of the Insolvency Act 1986, shall be deemed to be unable to pay its debts or compounds with its creditors or in the event of a resolution being passed or proceedings commenced for the

administration or liquidation of the Client (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager or Administrative Receiver is appointed of all or any part of its assets or undertaking, Little Shadow shall be entitled to cancel the Agreement in whole or in part by notice in writing, without prejudice to any right or remedy accrued or accruing to Little Shadow.

## FORCE MAJEURE

16 In the event of the Services being prevented, delayed, or in any way interfered with by any act of government, war, industrial dispute, strike, breakdown of machinery or equipment, accident, fire or by any other cause beyond Little Shadow's control, Little Shadow may, at its option, suspend performance of or cancel the Agreement, without liability to the Client for any resulting damage or loss, such suspension or cancellation being without prejudice to Little Shadow right to recover all sums owing to it in respect of Services and Works delivered and costs incurred up to the date of suspension or cancellation.

## SUB-CONTRACTORS

17 Little Shadow shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under the Agreement.

## GENERAL

18.1 Variation: No variation of the Agreement (including any of the Services or Works to be provided hereunder) shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

18.2 Waiver: A waiver of any right or remedy under the Agreement is effective only if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy.

18.3 Severance: If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

18.4 Relationship: No partnership or joint venture is intended or created by the Agreement and neither party shall have authority to act as agent for, to bind, the other party.

18.5 Rights of third parties: A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

18.6 Notices: Any notice or other communication required to be given under this Agreement or otherwise in writing may be sent by email or by first class pre-paid post to 11-14 Windmill Street, London W1T 2JG for the attention of the Legal department. Any notice sent by first class post shall be deemed received two working days after the date of posting. Any notice sent by e-mail shall be deemed received on the next business day after the date of delivery.

## GOVERNING LAW AND JURISDICTION

19 The Agreement or any dispute relating to its subject matter shall be governed by and construed exclusively in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Court of England and Wales.