

SHOOTCASE TERMS AND CONDITIONS

1 DEFINITIONS

Words and expressions in this Agreement shall have the following meanings:

"Agreement" means these ShootCase Terms and Conditions and the Commercial Terms;

"Commercial Terms" means the commercial terms agreed between ShootCase and the Production Company for the use of the ShootCase Platform and set out in the online registration form completed by Production Company's representative at the Website;

"Production Company" means the company using the ShootCase Platform pursuant to the terms of this Agreement

"ShootCase" means ShootCase Limited, the owner and operator of the ShootCase Platform;

"Contributor Release" means an agreement between the Production Company and a person contributing to a production.

"Location Release" means an agreement between a Production Company and the owner(s) of a private property used in a production.

"Material Release" means an agreement between a Production Company and the owner(s) of material to be used in a production

"Minor Release" means an agreement between a Production Company and a child's parents or guardians where the child's contribution is to be used in a production.

"Permissions" are allocated to ShootCase roles, Permissions include but are not limited to the ability to perform the following actions within the ShootCase Platform: (1) invite resources; (2) manage resources; (3) create Productions; (4) manage billing details; (5) upload release form templates; (6) upload and circulate call sheets; (7) upload and circulate risk assessments (8) add and circulate risk amendments; (9) create shoots; (10) capture release forms; (11) view Productions; (12) view Production dashboard

"Company Administrator" A ShootCase role assigned Permissions (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11) and (12) with full access to all Productions.

"Production Administrator" A ShootCase role assigned Permissions (1), (2), (3), (5), (6), (7), (8), (9), (10) and (12) with access to the Productions they create and any Productions to which they are assigned

"Producer" A ShootCase role assigned Permissions (10) and (12) on an assigned Production with view access to most Production artefacts .

"Crew" A ShootCase role assigned Permissions (10) on an assigned Production with view access to most Production artefacts.

"Production" A collection of artefacts uploaded to or created in the ShootCase Platform, including but not limited to dashboards, tasks and notifications, staff and crew credentials and invitations, shoots, Call sheets, Risk Assessments, Risk Amendments, Release Forms, Release Form Templates, diversity reporting and a schedule of activity.

"Invite Resources" allows a ShootCase user with access to Permission (1) to invite a Production Administrator, Producer or Crew members to create a ShootCase account, automatically linked to the Production Company that extends the invitation and potentially linked to a specific Production if specified as part of the invitation

"Manage Resources" allows a ShootCase user with access to Permission (2) to view and reallocate a Production Company's resources across multiple shoots and productions via a single interface.

"Create Production" allows a ShootCase user with access to Permission (3) to setup a new Production with attributes including but not limited to Production name, start and end date, Production type, number of episodes, broadcaster, and the ability to load chargeable and non-chargeable variants of Contributor, Location, Material and Minor Release Form Templates to be used on the production and the capacity to allocate staff members to the Production.

"Manage Billings" allows a ShootCase user with access to Permission (4) to input and change payment card details used to pay for ShootCase and to see a history of charges made against that card.

"Release Form Template Upload" allows a ShootCase user with access to Permission (5) to upload chargeable and non-chargeable versions of Contributor, Minor, Location and Material Release Forms Templates to the ShootCase portal to be used on one or more Productions and to seed those templates with placeholders which when interpreted by the ShootCase App trigger the mandatory capture of contributor inputs against those fields for each Release Form captured. Videos and documents are provided on the ShootCase website to assist Production Companies in completing the placeholder seeding process. Intervention and support provided by ShootCase staff for this process may be chargeable.

"Call Sheet Upload and Distribution" allows a ShootCase user with access to Permission (6) to view, change, delete or upload a Call Sheet specifying attributes including but not limited to shoot name, dates, and whether to notify crew.

"Risk Assessment Upload and Distribution" allows a ShootCase user with access to Permission (7) to view, change, delete or upload a Risk Assessment, specifying attributes including but not limited to risk name, relevant shoots, and whether to notify crew.

"Risk Amendments Input" allows a ShootCase user with access to Permission (8) to view and add an amendment to a Risk Assessment, specifying attributes including but not limited to Risk Assessment description, mitigation, risk level, and whether risk has been communicated verbally.

"Production Shoot Management" allows a ShootCase user with access to Permission (9) to view, edit or delete a shoot, to upload Call Sheets and Risk Assessments to a shoot and to create new shoots specifying attributes including but not limited to name, location, applicable dates, crew members per shoot and whether to notify crew.

"Release Form Capture" allows a ShootCase user with access to Permission (10) to use the ShootCase App to capture Contributor, Minor, Location and Material Release Forms, gathering input for each of the mandatory input fields in line with the placeholders stipulated during the Release Form Templates upload process.

"Release Form Capture Device" means any device on which the ShootCase App is installed. ShootCase may for security purposes monitor the ID of each device used on a Production

"Review all Productions" allows a ShootCase user with access to Permission (11) to view and change all details across a Production Company's Productions. This permission is only assigned to Company Administrators.

"View Production Dashboard" allows a ShootCase user with access to Permission (12) to view details on a Production Dashboard, including but not limited to numbers of production staff and crew, outstanding tasks, Release Forms submitted, Risk Assessments and call sheets uploaded, details of crew members, outstanding tasks per staff member and a calendar of forthcoming Production activity.

"Concurrent Productions" means the maximum number of Productions that can be edited or updated at any one time.

"Archive and Unarchive" means the ability to move a Production into Archive such that the Production can still be viewed but the Production cannot be edited or updated. The Concurrent Productions 'count' decreases when a Production is Archived and increases when a Production is Unarchived. A Production can only be restored from Archive if it's restoration would not cause the Concurrency count associated with the package to be exceeded.

"Production Download" is the process by which the Release Forms of a specific Production are downloaded by a ShootCase user with the appropriate permissions to local storage. It is anticipated that Production Downloads will be undertaken before Productions are Archived. Administration charges may be applied by ShootCase if Productions have to be Unarchived to facilitate Production Downloads.

"Upgrades" any change in ShootCase package where the Production Company moves along the upgrade path from Micro to Standard or Super or from Standard to Super. The upgrade in functionality and costs will become effective on the day that the Upgrade is implemented and will be calculated as the (new rate / days in period) * (days in period - upgrade day)

"**Micro Package**" has the following defining characteristics:

- i) Feature 1; Capacity to run 2 Concurrent Productions
- ii) Feature 2; Access to 1 GB of storage for Production artefacts
- iii) Feature 3; 10 concurrent ShootCase users
- iv) Feature 4: email support

"**Standard Package**" means in respect of each Production Company:

- v) Feature 1; Capacity to run 5 Concurrent Productions
- vi) Feature 2; Access to 5 GB of storage for Production artefacts
- vii) Feature 3; 50 concurrent ShootCase users

"**Super Package**" means in respect of each Production Company:

- viii) Feature 1; Capacity to run unlimited Concurrent Productions
- ix) Feature 2; Access to 15 GB of storage for Production artefacts
- x) Feature 3; Unlimited concurrent users

"**Commencement Date**" means the date of acceptance of these Terms and Conditions by the Production Company, such acceptance being communicated by the relevant representative of the Production Company agreeing to these Terms and Conditions through the tick box on the Website and clicking "I Accept";

"**Monthly Fee**" means, in respect of i) Micro Package, an amount equal to £69.00 per month plus VAT or, ii) Standard Package, an amount equal to £149.00 per month plus VAT or, iii) Super Package an amount equal to £249.00 per month plus VAT;

"**ShootCase and ShootCase Platform**" means the ShootCase product through which Production Companies interact with Production Administrators, Producers and Crew members to capture Release Forms and disseminate Risk Assessments, Risk Amendments and Call Sheets using the ShootCase portal and ShootCase App;

"**Production Company Account**" means the valid credit or debit card details provided for payment by the Production Company, updated by the Production Company from time to time as applicable which shall at all times contain sufficient available funds to pay all fees and charges agreed in accordance with this Agreement;

"**Term**" means the term of this Agreement from the Commencement Date until the date on which this Agreement terminates in accordance with its terms.

"**Trial Period**" means a 3 month period following the Commencement Date.

"**Website**" means shootcase.tv

2 PRODUCTION COMPANY REGISTRATION

- 2.1 As part of its ShootCase registration, the Production Company:
 - (a) shall purchase the ShootCase package it wishes to have access to by selecting a Micro, Standard or Super package;
 - (b) shall create a Production Company Account on the ShootCase Website.
- 2.2 Upon registration by Production Company, ShootCase shall provide access to the account types functionality in line with the package selected by the Production Company, and shall grant a non-exclusive, non-transferable and terminable licence to Production Company to use the ShootCase Platform for the Term in accordance with the terms and conditions of this Agreement.
- 2.3 In completing the registration process and agreeing to these Terms and Conditions, Production Company warrants and represents that the individual doing so has authority to enter into this Agreement on behalf of Production Company and that ShootCase shall be entitled to rely on this representation.

3 SHOOTCASE PLATFORM ACCESS

- 3.1 In consideration of ShootCase granting access to the ShootCase Platform, the Production Company agrees that from the date that ShootCase Platform access is granted to the Production Company's nominated users until termination of this Agreement, it shall maintain a Production Company Account in good working order at all times.
- 3.2 Production Company shall not be permitted to sub-licence access to the ShootCase Platform SAVE THAT Production Company may appoint, as one or more of its nominated users of the ShootCase Platform, individuals that are not employees of Production Company, but who are (as individuals or through personal service companies) freelance contractors providing services to a Production Company's shoot or production. Production Company may not otherwise grant access to the ShootCase Platform to any third party. Any nominated users who are not employees of Production Company, but who are permitted

users of the ShootCase Platform pursuant to this clause 3.2, shall count towards the overall user limit for the relevant ShootCase package.

- 3.3 Production Company shall ensure that the number of users of the ShootCase instance licensed to Production Company does not exceed the number permitted by the relevant ShootCase package that the Production Company has subscribed for, and that all users to whom it allocates access credentials for the ShootCase Platform use the ShootCase Platform in accordance with the terms and conditions of this Agreement and shall be responsible for any breach of this Agreement caused or contributed to by any acts or omissions on the part of any such users, as if they were the acts or omissions of Production Company.
- 3.4 Production Company shall notify ShootCase as soon as it becomes aware of any unauthorized use of the ShootCase Platform (including any use that exceeds the number of permitted users), or of any related intellectual property rights, by any person.
- 3.5 Production Company shall permit ShootCase to inspect and have access to any records kept in connection with this Agreement, or any other information requested by ShootCase, for the purposes of ensuring that Production Company is complying with the terms of this Agreement, and Production Company shall cooperate with ShootCase in the performance of any such audits or inspections.

4 WARRANTY AND RIGHTS REGARDING INFORMATION USE

- 4.1 Production Company warrants that the information it provides to ShootCase in respect of its business is up to date, can lawfully be provided to ShootCase and complies with all applicable laws and regulations.
- 4.2 ShootCase reserves the right to use Production Company, Production Manager, Producer and Crew contacts details provided as part of the registration process for its marketing purposes, subject to ShootCase complying with applicable data protection laws and regulations. Additionally, Production Company grants a licence to ShootCase to use data uploaded to the ShootCase Platform (on an anonymised basis) for the purpose of data analytics.

5 PRODUCTION COMPANY OPERATIONAL OBLIGATIONS

- 5.1 In the event the Release Form Capture Device breaks, is lost or stolen, the Production Company shall notify ShootCase within 2 days.
- 5.2 Without prejudice to clause 3.3, Production Company shall not, and shall ensure that the nominated users of ShootCase do not, conduct any fraudulent activity in its or their use of the ShootCase Platform.
- 5.3 Production Company shall provide ShootCase with an up to date email address at all times.
- 5.4 Production Company shall ensure that (i) it keeps a back-up copy of all data and documents uploaded to ShootCase; (ii) all its nominated users of ShootCase do not share their access credentials with anyone and maintain secure passwords for their use of ShootCase; and (iii) all its nominated users do not access, store, distribute or transmit any material during the course of their use of ShootCase that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive.

6 SHOOTCASE MARKETING AND OPERATIONS

- 6.1 ShootCase may identify Production Company as a customer of ShootCase on the ShootCase Website or on ShootCase sales and marketing materials, including online materials, at its discretion during the Term, and Production Company grants ShootCase a licence to use trade marks, brands or logos used by Production Company for this limited purpose. If at any time ShootCase agrees to provide the ShootCase Platform on a white-labelled basis, the licence from the Production Company to use its trade marks, brands and logos shall extend to include the purpose of providing ShootCase on this basis.
- 6.2 Without prejudice to clause 9.3, ShootCase reserves the right to revise any elements of ShootCase or discontinue ShootCase, at any time and for any reason, and to remove all references to the Production Company from the ShootCase Website or materials and redirect or delete any URL or Production Company contact details used in connection with ShootCase.

7 CHARGES AND PAYMENT

- 7.1 From the Commencement Date, ShootCase shall charge the applicable Monthly Fee to the Production Company Account in respect of each calendar month of the Term. ShootCase may, not more than once in any period of 12 months during the Term, notify Production Company in writing of an increase in the Monthly Fee, such increase to take effect no sooner than 60 days from the date of the notice. If the increase is not acceptable to Production Company, Production Company may, within 14 days of receipt of such notice, give written notice to ShootCase to terminate this Agreement, in which case this Agreement will terminate 30 days after the date of Production Company's notice. If no notice is given by Production Company in accordance with this clause 7.1, ShootCase shall be entitled to apply, and Production Company shall be obliged to pay, the increased Monthly Fee from the date specified in its notice.
- 7.2 ShootCase has chosen to provide a Micro Package at below cost, to help small Production Companies manage Production Risk and Contributor releasing in a more robust and secure manner. If ShootCase determines that a Production Company has misrepresented its size and maturity to avail of Micro Package pricing, ShootCase reserves the right to revoke the Production Company's access to the ShootCase Platform.
- 7.3 If the Production Company updates its payment details on its Production Company Account, the Production Company authorises ShootCase to continue charging the updated Production Company Account. This may result in changes to payment dates.
- 7.4 Subject to clause 7.5, ShootCase will attempt to take payment 3 times within a 72 hour period from the Production Company Account, each calendar month, in line with the package selected by the Production Company during registration. ShootCase will advise the Production Company of each failed attempt to obtain payment via the email address provided by the Production Company. In the event that a 3rd attempt to obtain payment fails, ShootCase may elect to revoke the Production Company's access to the ShootCase Platform. Any restoration of access may be subject to administration charges.
- 7.5 Without prejudice to clause 9.3, where the attempts to charge a Production Company's Production Company Account, in line with the package selected by the Production Company, repeatedly fail, ShootCase reserve the right to apply an administration charge and to cancel the Production Company's access to the ShootCase Platform without a 2nd or 3rd attempt to obtain payment.
- 7.6 In the event of non-payment, or in the event of a payment dispute, ShootCase may suspend the Production Company's access to the ShootCase Platform or may terminate this Agreement.
- INTELLECTUAL PROPERTY, TRADE MARKS AND CONFIDENTIALITY**
- 7.7 ShootCase grants to Production Company subject to the terms of this Agreement a royalty- free, non-exclusive licence during the Term to use ShootCase's trade marks when marketing the Production Company's services. ShootCase may terminate this licence at its sole discretion.
- 7.8 Production Company grants to ShootCase subject to the terms of this Agreement a royalty- free, non-exclusive licence during the term of this Agreement to use Production Company trade marks for marketing purposes.
- 7.9 Production Company shall observe any reasonable directions, including brand guidelines, given by ShootCase in relation to use of ShootCase's intellectual property and confidential information. The Production Company acknowledges that the ShootCase software processes and methods and all other intellectual property in, or connected with, the ShootCase Platform are the property of ShootCase and that all information and documentation disclosed to the Production Company regarding the ShootCase Platform is the confidential information of ShootCase. The Production Company shall keep such information and documentation confidential, not make or keep any records of such information or documentation, or use or disclose the same, other than as necessary to make use of the ShootCase Platform in accordance with the terms of this Agreement. Production Company shall not make any attempt to reverse engineer any of the software used on the ShootCase Platform or ShootCase App.

8 DATA

- 8.1 Production Company and ShootCase shall comply with all relevant provisions of the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") (as amended or replaced) and all relevant supplemental or subsidiary legislation (including the UK Data Protection Act 2018), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended, and as may be further amended or replaced during the Term) and all related privacy laws, regulations and applicable codes of practice (together, "**Data Protection Laws**").
- 8.2 ShootCase shall protect, and oblige any sub-processor to protect, all Production Company data with appropriate technical and organisational measures. The dissemination of Release Form, Risk Assessment and Call Sheet information to Production Managers, Producers and Crew will be protected by a ShootCase Username, Password and PIN. It is the responsibility of the Production Company to ensure these tokens of authentication are kept secure and that the appropriate processes exist and are implemented within their organisations to revoke access on termination of employee contracts.
- 8.3 In the event of a Production team being unable to synchronise between the ShootCase App and the ShootCase portal during a shoot, Release Forms will be stored on the Release Form Capture Device. It is the responsibility of the Production Company to ensure these devices have sufficient storage to accommodate the Release Forms captured during any period during which synchronisation is not possible and to ensure that all Release Forms are synchronised back to the ShootCase portal when connectivity is restored.
- 8.4 In relation to personal data uploaded to the ShootCase Platform during use of the ShootCase Platform by Production Company, the parties are of the view that ShootCase shall be a "processor" and Production Company shall be a "controller" of such personal data for the purposes of GDPR, and the Data Processing Appendix to these Terms and Conditions shall apply to the extent that ShootCase is a processor. If, and to the extent that, ShootCase processes personal data in the ShootCase Platform for its own permitted purposes, such as marketing or data analytics, ShootCase shall be a controller of such data and the Data Processing Appendix shall not apply.
- 8.5 Without prejudice to clause 8.1, Production Company acknowledges that it shall be responsible for ensuring that it has a lawful basis under Data Protection Laws for uploading any personal data to the ShootCase Platform, and warrants that in doing so it will comply with, and shall not cause ShootCase to be liable for any breach of, Data Protection Laws.
- 8.6 Production Company shall ensure that all individuals whose personal data is uploaded to the ShootCase Platform are provided with a link to the ShootCase Privacy Policy and an explanation of the processing taking place on the ShootCase Platform, such that the individuals' right to be informed of the processing of their personal data under GDPR is complied with.
- ## 9 DURATION AND TERMINATION
- 9.1 This Agreement shall commence on the Commencement Date and shall continue until terminated by either party in accordance with this clause 9.
- 9.2 Production Company may terminate this Agreement:
- at the end of the Trial Period if one is agreed; or
 - if there is no Trial Period, or this Agreement is not terminated by written notice to ShootCase prior to the end of the Trial Period, on the first or subsequent anniversary of the Commencement Date, by providing ShootCase with not less than one (1) months' notice of termination, such notice to expire no earlier than the relevant anniversary of the Commencement Date.
- 9.3 ShootCase may terminate this Agreement;
- immediately in the event that ShootCase is unable to take payment from the Production Company Account ; or
 - by serving one (1) month's written notice to the Production Company at any time.
- 9.4 Either party may terminate this Agreement by immediate written notice if: (a) the other commits a material breach of this Agreement and (if the breach is remediable) has failed to remedy the breach within thirty (30) days of the date of a written notice from the terminating party requiring the breach to be remedied; or

- (b) the other takes, or there are taken in respect of it, any step, action, application or proceeding in relation to the whole or any part of its undertaking for a voluntary arrangement or composition or reconstruction of its debts or its winding-up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if any equivalent step, action, application or proceeding is taken in any relevant jurisdiction.
- 9.5 Without prejudice to the foregoing, ShootCase shall be entitled to suspend Production Company's access to the ShootCase Platform if ShootCase reasonably considers it necessary to do so (e.g. in order to protect other customers' data or to protect its own infrastructure, data or reputation) but shall promptly notify Production Company of any such action.
- 9.6 Production Company will on termination or expiry promptly pay all outstanding amounts owed to ShootCase and cease to hold itself out as a user of the ShootCase Platform or to associate itself with ShootCase and shall destroy or return (as requested by ShootCase) all ShootCase materials. Without prejudice to any other rights of, or remedies available to, ShootCase, promptly following termination Production Company shall pay to ShootCase all outstanding fees owed to ShootCase in respect of Production Company's access to the ShootCase Platform prior to termination, together with (where this Agreement is terminated by ShootCase pursuant to clauses 9.3(a) or 9.4) an amount equivalent to the aggregate Monthly Fees from the date of termination to the earliest date that Production Company would have been permitted to terminate this Agreement had it not been terminated by ShootCase.
- 9.7 All licences granted by ShootCase under this Agreement shall terminate upon termination or expiry of this Agreement and Production Company shall not be permitted to access the ShootCase Platform following termination or expiry of this Agreement and shall uninstall the ShootCase App from any Release Form Capture Devices.
- 10 LIABILITY AND LIMITATIONS**
- 10.1 This clause 10 sets out the entire financial liability of ShootCase (including any liability for the acts or omissions of its employees, agents and subcontractors) to Production Company:
- arising under or in connection with this Agreement;
 - in respect of any use made by Production Company or user of the ShootCase Platform and all documentation held within the ShootCase Platform; and
 - in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 10.2 Unless expressly agreed in writing:
- Production Company assumes sole responsibility for results obtained from the use of the ShootCase Platform and for the nature and content of documentation uploaded to the ShootCase Platform, and for actions taken (or not taken) or conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any documents or information entered into the ShootCase Platform, or for any information, documentation, instructions or scripts provided to ShootCase by Production Company or any users of Production Company's instance of the ShootCase Platform, or for any actions taken by ShootCase at Production Company's direction;
 - ShootCase makes no warranty or representation that Production Company's use of the ShootCase Platform complies with any health and safety legislation or any other laws, regulations or codes of practice related to the production and use of the documents uploaded to, or stored in, the ShootCase Platform by Production Company, and Production Company assumes sole responsibility for compliance with the same;
 - ShootCase warrants that the ShootCase Platform will comply with any written specifications provided to Production Company, but does not warrant or represent that the use of the ShootCase Platform will be without interruption or error-free, and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement. Without prejudice to the

foregoing, ShootCase shall not be liable to Production Company (whether for damages, service credits or otherwise) in relation to interruptions or downtime in relation to Production Company's use of the ShootCase Platform.

- 10.3 ShootCase and Production Company each acknowledge and agree that neither party shall have any liability (whether in tort, contract or otherwise) to the other for damages for:
- loss of profit;
 - failure to achieve incremental revenue;
 - loss of savings;
 - loss of business;
 - loss of goodwill;
 - failure to increase market share; or
 - any consequential, contingent or indirect loss resulting from any cause whatsoever, and whether or not such losses had been anticipated or were in the contemplation of the parties.
- 10.4 Without prejudice to clauses 10.3, 10.5 and 10.6, ShootCase's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Monthly Fees paid by Production Company in the twelve (12) months immediately preceding the date on which the claim arose.
- 10.5 Nothing in this Agreement shall limit either party's liability in respect of any claim for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation or any other liability, which cannot be limited or excluded at law.
- 10.6 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control.
- 10.7 ShootCase's ability to transmit notifications of Risk Assessments, Risk Amendments and Call Sheet updates is dependent on the originator and recipient's internet access and as such ShootCase can accept no liability in respect of failed notification and acknowledgment delivery.
- 11 MISCELLANEOUS**
- 11.1 All confidential information supplied to a party by the other shall at all times, both during and after the term of this Agreement, be held by the other in complete and strict confidence and the other party will not without the disclosing party's prior written consent disclose or permit the disclosure of all or any part of the confidential information to any other person, firm or company. The confidential information will not be used for any purpose other than for the purpose of the ShootCase Platform.
- 11.2 Production Company may not assign nor subcontract any of its rights or obligations under this Agreement without the prior written consent of ShootCase.
- 11.3 Subject to the requirements of the Data Processing Appendix, ShootCase may use sub-contractors or agents to perform its obligations under this Agreement.
- 11.4 The relationship of each party to the other with respect to this Agreement is that of independent contractor. This Agreement does not create a joint venture, partnership or agency between the parties.
- 11.5 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 11.6 No variation of this Agreement shall be effective unless in writing signed by each party.
- 11.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 11.8 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not)

relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

- 11.9 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.10 This Agreement shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the English Courts to settle any disputes arising in connection with this Agreement.
- 11.11 Nothing herein contained or implied shall preclude any Party from applying to Court for a temporary injunction, interdict or other relief of an urgent and temporary nature, pending the decision or award of a court.

BY REGISTERING FOR SHOOTCASE YOU WARRANT THAT YOU ARE DULY AUTHORISED TO AGREE TO THIS AGREEMENT ON BEHALF OF PRODUCTION COMPANY AND WARRANT AND ACCEPT THAT PRODUCTION COMPANY WILL BE BOUND BY THIS AGREEMENT.