Supplier Terms and Conditions

These terms and conditions ("**Terms and Conditions**") are entered into on the date of last signature of these Terms and Conditions or, if earlier, the date of commencement of the Services (as defined below) ("**Agreement Date**") by the parties below:

Parties

(A) [**Insert the full company name**] a company incorporated in England with company number [xxxxxxxx] and its registered office at [xxxxxxxx] ("**FIREFISH**"); and

(B) **The company** identified at the signatory page of these Terms and Conditions (the "**SUPPLIER**").

1 **Contract and interpretation**

1.1 These Terms and Conditions set out the terms on which the Supplier agrees to provide services to Firefish from time to time (the "**Services**"). Those Services may be provided for the benefit of Firefish itself, or for Firefish's Affiliates, or for one or more of Firefish's clients, and all references to Firefish shall be deemed to include these entities where applicable.

1.2 Each time Firefish engages the Supplier to provide Services to it, the parties will agree a scope of work or order document (a "**Work Order**") which sets out the specific details of the Services and any deliverables that the Supplier will deliver to Firefish when providing the Services (the "**Deliverables**"), including the timetable for providing the services, KPIs, service levels or other milestones and requirements together with the fees that are payable to you and any other special arrangements.

1.3 The contract between Firefish and the Supplier consists solely of these Terms and Conditions (including any addenda or documents referred to herein and incorporated by reference) and each Work Order, which should be read together as one document and shall together form the agreement between the parties. Firefish's Affiliates may enter into separate Work Orders directly with the Supplier which shall be governed by these Terms and Conditions and will together form a separate agreement as between the relevant Firefish Affiliate and the Supplier. The relevant Firefish Affiliate, not Firefish, shall be solely responsible and liable to the Supplier for its performance under the agreement. These Terms and Conditions apply rather than any Work Order if there is any inconsistency between them, except where any provision of these Terms and Conditions states that different terms can be set out in the Work Order.

1.4 The headings in these Terms and Conditions are for convenience only and shall not affect its interpretation.

1.5 In these Terms and Conditions, any term that is defined in a clause shall have the meaning given to it in that clause, and the following terms shall have the following meanings:

1.5.1 "**Affiliate"** means in respect of a party, any entity which directly or indirectly is controlled by, controls or is under common control with such party.

1.5.2 "**Client**" means the client of Firefish for whose benefit the Services are provided to Firefish (if any);

1.5.3 "**Confidential Information**" means all information whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on USB or any other electronic media orally or by inspection of documents or pursuant to discussions between the parties), where the information: (i) is identified as confidential at the time of disclosure; or (ii) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure;

1.5.4 "**Fees**" means those fees and other sums payable in respect of the Services as set out in a Work Order;

1.5.5 **"FIREFISH"** means the **Firefish Group** entity (as applicable) that has entered into the Agreement with Supplier;

1.5.6 **"Firefish Group"** means Firefish Ltd and its Affiliates; The Pineapple Lounge Ltd, The Pineapple Lounge LLC, Firefish Data Ltd and Firefish USA LLC;

1.5.7 "**Firefish Materials**" means any materials or data provided to the Supplier by Firefish from time to time in any format for use in the Services or incorporation in any Deliverable;

1.5.8 "**Force Majeure Event**" means any event arising which is beyond the reasonable control of the affected party (including governmental regulations, fire, flood, disaster, civil riot or war);

1.5.9 "**Good Industry Practice**" means in relation to any activity and under any circumstance, exercising the same skill, expertise and judgement and using facilities and resources of a similar quality as it would be reasonable to expect from a person who: (i) is skilled and experienced in providing the services in question; and (ii) takes all proper and reasonable care and is diligent in performing his obligations; and (iii) complies with all applicable Legislation;

1.5.10 "**Intellectual Property Rights**" or "**IPRs**" means any and all intellectual property or industrial rights of any description anywhere in the world including any patents, trademarks, domain names, registered designs, copyright (including rights in URLs, computer software, object and source code), rights in the nature of copyright, performer's property rights, biological or other materials, image rights, database rights, unfair

extraction rights, semi-conductor topography rights, unregistered design rights, rights in and to trade names, business names, product names and logos, inventions, databases, discoveries, specification, formulae, confidential information and any analogous or similar right in any jurisdiction (whether any such rights referred to in this definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them together with any registered rights resulting from any such applications or rights to apply for registration);

1.5.11 "**Key Personnel**" means any member of the Supplier's staff who may be named in the Work Order or otherwise in writing as key to the provision of the Services;

1.5.12 "**Legislation**" means in relation to any undertaking and any circumstance all laws, statutes and statutory instruments, regulations, by-laws, codes of practice, standards determined by any governmental or regulatory authority or judgements of a competent court of law which apply or may apply to that undertaking or to that circumstance from time to time;

1.5.13 "**Supplier Policy**" means Firefish's supplier policy applicable to suppliers of services to Firefish and its Affiliates, a current copy of which is available at: https://firefishgroup.com/policies/suppliers

1.5.14 "**Supplier's Existing Materials**" means any materials owned by the Supplier and which are incorporated in a Deliverable or used by the Supplier in the course of the Services which: (i) were not created specifically for Firefish as part of the Services; or (ii) were already in existence prior to the date of these Terms and Conditions;

1.5.15 "**Third Party Materials**" means any materials obtained or commissioned by the Supplier from a third party for incorporation in a Deliverable.

1.6 Clause and schedule headings do not affect the interpretation of these Terms and Conditions and references to clauses and schedules are references to the clauses and schedules of these Terms and Conditions.

1.7 Words in the singular include the plural and in the plural include the singular.

1.8 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.9 References to 'including' and 'include(s)' shall be deemed to mean respectively including without limitation and include(s) without limitation.

1.10 References to a person include any individual, partnership, firm, company, corporation, trust, association, organisation or other entity, in each case whether or not having a separate legal personality.

1.11 Rights granted to Firefish under these Terms and Conditions shall be deemed to be granted to Firefish for the benefit of the Client, and all references to Firefish shall be interpreted accordingly.

2 The Services

2.1 The Supplier agrees to provide the Services and to deliver the Deliverables to Firefish in accordance with these Terms and Conditions and the Work Order. No Services shall be provided and Firefish shall have no liability for payment related to any Services provided, until such time as a Work Order is approved in writing by Firefish covering those Services.

2.2 The Services must be provided with all reasonable care and skill, efficiently and in a lawful, proper and timely manner in accordance with Good Industry Practice and any deadlines set out in the Work Order or that Firefish may notify to the Supplier and time is of the essence in respect of all deadlines.

2.3 The Supplier agrees not to approach or otherwise deal with the Client directly without the prior written consent of Firefish (not to be unreasonably withheld or delayed) and the Supplier shall promptly notify Firefish if the Client approaches the Supplier with a view to engaging the Supplier to provide services to the Client directly.

2.4 Firefish may, at any time, upon notice to the Supplier, issue additional instructions and/or require additional services in respect of a Work Order. If such instructions or additions would result in a material change to the Services, the Supplier shall promptly provide Firefish with full details of the anticipated changes, including any proposed changes to the Fees or to the time for performance of the Services, and the parties shall work together in good faith to agree any resulting adjustments to the Services. No change to the Services shall be binding unless and until agreed in writing and signed by the parties.

2.5 Firefish shall have a reasonable time from the delivery of the Services or any Deliverables to evaluate the Services and/or Deliverables. If, in Firefish's opinion, the Services are not performed or supplied in a way that adequately meets the specifications as set out in the applicable Work Order, Firefish shall notify the Supplier in writing within a reasonable period of time after becoming aware of the non-compliance, setting out details of the non-compliance and Firefish shall have the right, at no cost to Firefish: (i) to require the Supplier to continue to modify or amend the Services or applicable Deliverable(s) or correct their deficiencies within a further agreed period; or (ii) itself, to remedy the deficiencies, or to appoint at third party to do so, on 24 hours' notice to the Supplier, in each case at the Supplier's cost; or (iii) to reject the Services and/or Deliverable(s), in which case Firefish shall have no obligation to pay for such Services or Deliverables and shall be entitled to terminate the Work Order, or part thereof, with immediate effect by written notice to the Supplier and the provisions of clause 7.5 shall apply.

3 Fees, invoicing & payments

3.1 Firefish will pay the Supplier the Fees set out in the Work Order in return for the Services and Deliverables which are provided to Firefish's reasonable satisfaction and in accordance with the requirements set out in the Work Order.

3.2 Unless different arrangements are set out in the Work Order, the Supplier shall submit an invoice for the full amount of fees within four weeks of completion of the Services with any expenses which Firefish has agreed in writing to pay before they were incurred by the Supplier. Invoices must be sent to accounts@firefishgroup.com unless indicated otherwise in the Work Order and reference: (i) the Services and Deliverables provided with the corresponding project number under the Work Order; (ii) the Firefish contact who commissioned the Services and/or

Deliverables; (iii) the PO number and (iv) contain a full breakdown of all time. Invoices are due for payment by Firefish in the next scheduled payment run occurring after sixty (60) days after the receipt by Firefish of Supplier's complete and valid invoice. Firefish may withhold payment of an invoice that Firefish determines is incorrect or in dispute as long as Firefish is working with the Supplier in good faith to resolve the discrepancy.

3.3 No Fees or expenses will be payable in respect of any period when the Services are not provided for any reason or for Deliverables which are not delivered to our reasonable satisfaction.

3.4 Unless otherwise expressly stated in a Work Order, Fees shall be (i) fixed; (ii) inclusive of all taxes, duties, levies and charges (except VAT which shall be payable additionally and set out separately in the relevant invoice); and (iii) inclusive of all expenses, costs of supply, including costs of materials, labour and other deliverables.

3.5 If Firefish fails to make any payment due to the Supplier hereunder by the due date for payment, then the Supplier may charge Firefish interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Firefish shall pay the interest together with the overdue amount. In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from 2 days after the dispute is resolved until payment.

4 Intellectual property rights

4.1 The IPRs in the Supplier's Existing Materials shall remain vested in the Supplier. The IPRs in Firefish Materials shall remain vested in Firefish and the Supplier may only use the Firefish Materials during the Term as strictly necessary to provide the Services in accordance with Firefish's instructions and for no other purposes.

4.2 Subject to the rights of third parties in any Third Party Materials, and the Supplier's rights in Supplier's Existing Materials, which shall be subject to the provisions of clauses 4.4 and 4.5 respectively, Firefish shall own the IPRs in the Deliverables, such that Firefish and the Client may be free to use and exploit the Deliverables without further obligation to the Supplier or any third party. The Supplier shall not be entitled to use or exploit the Deliverables without the prior written consent of Firefish, except as strictly necessary to provide the Services.

4.3 Subject to clauses 4.4 and 4.5, the Supplier hereby irrevocably and unconditionally assigns with full title guarantee (including by way of present assignment of future rights) to Firefish all and any IPRs in the Deliverables, effective immediately on creation. The Supplier shall procure that all of its staff and any other personnel involved in the creation of the Deliverables waive in favour of Firefish and the Client absolutely and irrevocably their moral rights granted under the Copyright, Designs and Patents Act 1988 (including, but not limited to, the right to be identified) or equivalent or analogous rights under laws of other jurisdictions in relation to such IPRs.

4.4 The Supplier shall not use Third Party Materials in the provision of the Services, or incorporate Third Party Materials into the Deliverables without Firefish's prior written approval. Where Firefish gives its prior written approval to the use or inclusion of Third Party Materials, the Supplier shall discuss with Firefish any specific requirements that Firefish may have in respect of such Third Party Materials, and the Supplier shall obtain for Firefish an assignment of such Third Party Materials at Firefish's pre-approved cost. Where an assignment is not available, the Supplier shall notify Firefish and obtain for Firefish a licence to use the Third Party Materials on terms which meet Firefish's requirements and which allow Firefish to use the Deliverables for the purposes anticipated by the Work Order, subject to Firefish's prior written approval of any associated costs and to the terms of such licence. In all cases, the Supplier shall ensure that both Firefish the Client are entitled to use the Deliverables for market research purposes, product development, and all other purposes specified in the Work Order without making any further payments to third parties.

4.5 Notwithstanding clause 4.1, and except where different terms are set out in the Work Order, where elements of any of the Supplier's Existing Materials are incorporated into the Deliverables or are required to use or exploit the Services, the Supplier hereby grants to Firefish and the Client a perpetual, irrevocable, world-wide, non-exclusive, sub-licensable, royalty-free licence to use such elements of any Supplier's Existing Materials to enable Firefish and, as applicable, the Client to obtain the full benefit of the Services and the Deliverables as anticipated by the Work Order.

4.6 The Supplier warrants and represents that it has the right and power to assign or license all IPRs granted or assigned hereunder and that the grant and terms of such assignments or licences shall not infringe the IPRs of any third party. The Supplier shall take all such actions and execute all such documents as are necessary to enable Firefish to obtain, defend or enforce its rights in the Deliverables, and the Supplier shall neither to do nor fail to do any act which would or might prejudice Firefish's rights under this clause 4.

5 Data protection

5.1 Both parties shall comply at all times with all applicable data protection legislation and, where the Services necessitate that either party handles any personal data or shares any personal data with the other party, or if the Supplier is required to process any personal data on behalf of Firefish in connection with the Services, then the data processing addendum ("**Data Processing Addendum**") found at https://firefishgroup.com/policies/suppliers shall apply and be incorporated into these Terms and Conditions.

6 Confidentiality

6.1 Each party shall, for as long as the Confidential Information remains confidential before, during and after the Term, protect the Confidential Information of the other against unauthorised use or disclosure by using the same degree of care as it takes to safeguard its own confidential information of a similar nature, being at least a reasonable degree of care and using Good Industry Practice.

6.2 Confidential Information may be disclosed by the receiving party to its employees, sub-licensees, sub-contractors and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

firefishgroup.com
Firefish Limited, 170-172 Tower Bridge Road, London, SE1 3LS, UK
Registered as a company in England & Wales, No. 03854900, VAT No.: 125 5049 32

6.3 The obligations set out in this clause 6 shall not apply to Confidential Information which the receiving party can demonstrate:

6.3.1 is or has become publicly known other than through breach of this clause 6;

6.3.2 was in possession of the receiving party prior to disclosure;

6.3.3 was received by the receiving party from an independent third party who has full right of disclosure;

6.3.4 was independently developed by the receiving party; or

6.3.5 was required to be disclosed by governmental, regulatory or legal authority, provided that written notice of the requirement to disclose is given where this is permitted.

6.4 The Supplier shall not make any public announcements or publish or release any material relating to Firefish or its Client(s), the Services or the agreement between the parties without prior written approval from Firefish.

6.5 The Supplier shall not say anything publicly (including in social media) that could undermine the prestige or credibility of Firefish or the Client.

7 Term and termination

7.1 These Terms and Conditions shall govern all Work Orders and shall commence on the Agreement Date, or the date on which the Supplier begins providing the Services hereunder, whichever is the earlier and shall continue, unless terminated earlier in accordance with its express terms, until the termination or expiry of all Work Orders hereunder (the "**Term**"). Each Work Order shall commence on the start date set out in the Work Order, or, if none, the date on which the Supplier begins providing the Services thereunder, whichever is the earlier and shall terminate on the date designated as the services end date in the Work Order, or if none, the completion of the Services to Firefish's satisfaction.

7.2 Firefish may terminate these Terms and Conditions at any time by giving to the Supplier a minimum of one month's prior written notice. Unless different arrangements are set out in the Work Order, Firefish may terminate any Work Order, or part thereof, at any time for any reason immediately by giving written notice to the Supplier and shall pay for all Services carried out by the Supplier from the date of the Work Order until the date of its termination.

7.3 Either party may terminate these Terms and Conditions or a Work Order immediately upon written notice to the other in the event of:

7.3.1 any material breach of their terms by the other party which is either incapable of remedy or (if capable of remedy) not remedied within 30 days after written notice requiring the same, it being acknowledged that recurring non-material breaches and repeated failure to meet any agreed service levels may constitute material breaches not capable of remedy and breaches of Legislation will always constitute material breaches not capable of remedy; or

7.3.2 the other party becomes insolvent, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver, administrator or administrative receiver appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of debt; or ceases or threatens to cease to carry on business; or any event occurs, or proceeding taken in any jurisdiction that has an effect equivalent or similar to any of the events referred to in this clause 7.3.2.

7.4 Firefish shall have the right, on written notice, to terminate these Terms and Conditions with immediate effect, if Supplier does or says anything which is or may be considered by Firefish to be detrimental or prejudicial to or adversely affect the name, image, reputation or business of Firefish or its Clients or to bring Firefish and or its Clients into disrepute.

7.5 On expiry or termination of these Terms and Conditions in whole or in relation to a specific Work Order(s):

7.5.1 all outstanding and undisputed Fees shall remain payable up to the date of expiry or termination. No further Fees shall be payable to the Supplier and the Supplier shall reimburse Firefish for any Fees paid in respect of Services not performed or Deliverables not provided within 30 days of expiry or termination;

7.5.2 the Supplier shall promptly return to Firefish (or, at Firefish's option, permanently delete) and in any event within 28 days of expiry or termination, all Firefish Materials and all other property belonging to Firefish, and shall provide to Firefish a copy of each Deliverable in such format as Firefish may reasonably require, and the Supplier shall provide all such assistance as is reasonably requested by Firefish in transferring the Services to Firefish or an alternative supplier, subject to payment by Firefish of the Supplier's reasonable expenses; and

7.5.3 all provisions of these Terms and Conditions shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect, including clauses 4 (Intellectual Property Rights), 5 (Data Protection), 6 (Confidentiality), 8 (Anti-Bribery & Modern Slavery), 9 (Insurance), 10 (Warranties and indemnities), 11 (Audit), 14 (Assignment and Subcontracting), 19 (Notices), 20 (Governing Law & Jurisdiction), and 21 (Dispute Resolution).

7.6 Termination of these Terms and Conditions shall automatically terminate all Work Orders in effect under them, but termination of any Work Order shall not affect any other Work Order.

8 Anti-bribery and modern slavery

8.1 The Supplier shall:

8.1.1 comply with all applicable laws, regulations and sanctions relating to anti-bribery, anti-corruption and modern slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015;

8.1.2 not engage in any activity, practice or conduct anywhere in the world which would constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the UK;

8.1.3 maintain in place throughout the Term (and enforce where appropriate) its own policies and procedures to ensure compliance with the Bribery Act 2010 and the Modern Slavery Act 2015;

8.1.4 promptly report to Firefish any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Services;

8.1.5 immediately notify Firefish in writing if a foreign public official becomes an officer or employee of the Supplier; and

8.1.6 ensure that it imposes written terms on any subcontractor connected with the matters arising hereunder which are at least equivalent to those imposed on the Supplier in this clause 8.

9 **Insurance**

9.1 During the Term and for a period of six years thereafter, and without prejudice to its obligations hereunder, the Supplier shall effect and maintain with reputable insurers such policy or policies of insurance as are necessary and appropriate to provide cover in relation to the Supplier's obligations and liabilities hereunder, including but not limited to: insurance against loss or damage to Firefish's property while in the Supplier's possession; professional indemnity insurance; public liability insurance; and employers' liability insurance.

9.2 The Supplier shall produce reasonable evidence that such insurance policies are in place (such as a letter from its insurance brokers) upon request by Firefish.

10 **Warranties and indemnities**

10.1 Each of the parties warrants to the other that:

10.1.1 it has full power and authority to enter into and perform its obligations under these Terms and Conditions.

10.1.2 it is validly incorporated and organised, operates in accordance with applicable Legislation, it is not in breach of, and its entry into these Terms and Conditions shall not cause it to breach, any applicable Legislation or contractual obligation to any third party;

10.1.3 it is solvent, has full capacity (including financial standing), authority and all necessary consents to enter into and to perform its obligations under this agreement, it does not commit any offence in entering into this agreement, and it is not subject to any proceedings which will or might affect its ability to perform its obligations under this agreement;

10.1.4 these Terms and Conditions have been signed by a duly authorised representative of the relevant party;

10.2 The Supplier warrants, represents and undertakes to Firefish, for itself and on behalf of its subcontractors (if authorized hereunder), that:

10.2.1 it shall use personnel who are appropriately remunerated at the national living wage as a minimum (except in the case of research subjects), possess a degree of skill and experience which is appropriate to the tasks to which they are allotted, have been vetted in accordance with Good Industry Practice and any specific requirements notified to it by Firefish;

10.2.2 it shall ensure that any Key Personnel responsible for the provision of the Services will remain involved in the provision of the Services;

10.2.3 all staff and other personnel engaged by the Supplier or its subcontractors in the provision of the Services shall be regarded at all times as employees, agents or subcontractors of the Supplier and no relationship of employer and employee shall arise between Firefish and any of the Supplier's personnel or subcontractors under any circumstances;

10.2.4 in performing its obligations hereunder, it shall comply at all times with such of Firefish's or its Clients' policies, standards, procedures and guidelines (collectively "**Policies**") as may be notified to it by Firefish from time to time. Firefish's Policies can be found at https://firefishgroup.com/policies/suppliers and include the Supplier Policy, the Data Processing Addendum and standards in relation to information security and data protection and which the Firefish may update from time to time. The Supplier shall provide all necessary information to demonstrate such compliance with Policies on request;

10.2.5 it has, and shall continue to have, comprehensive and adequate risk management, information security and control systems in place including an appropriate business continuity and disaster recovery plan for its business which are designed to ensure the continued performance and operational resilience of the Services by means of back-up and recovery facilities and services;

10.2.6 it shall comply with all reasonable reporting requirements of Firefish, promptly provide all information reasonably requested by it in connection with the Services, and shall ensure the accuracy of all reports;

10.2.7 the Deliverables shall conform to any agreed specifications, not infringe the Intellectual Property Rights or other proprietary rights or rights of privacy of any third party, and not violate any Legislation.

10.3 The Supplier shall indemnify Firefish and the Client against all losses, costs, liabilities, damages, expenses (including legal expenses), claims and proceedings incurred and/or suffered by Firefish and/or its stakeholders arising out of or in connection with any negligent act or omission on the part of, or any breach of any of the provisions of these Terms and Conditions or a Work Order, by the Supplier or its subcontractors or its or their personnel.

11 **Audit**

11.1 During the Term and for six (6) years following its expiry or termination, the Supplier will keep all usual and proper records related to the Services and these Terms and Conditions. Firefish or its authorized representatives may, upon reasonable prior notice to the Supplier at any time, inspect and audit the Supplier's records (including but not

limited to invoices, contracts for services, and data security records) relating to the Services and these Terms and Conditions, including the premises and systems from which the Services are provided, and the Supplier shall ensure access is provided to Firefish or its representatives to carry out such audit in order to verify compliance by the Supplier of its obligations hereunder. The Supplier will rectify any defects found pursuant to such review within a reasonable time of the discovery of such defects.

12 **Waiver**

12.1 The failure of either party to enforce or to exercise at any time or for any period, any term of or any right pursuant to these Terms and Conditions shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

13 **Force majeure**

13.1 If the Services are delayed or prevented because of a Force Majeure Event, the Supplier shall notify Firefish and Firefish shall be entitled to suspend the Services and all of Firefish's payment obligations in respect of the Services by giving notice in writing to the Supplier. If the Services cannot be resumed within 30 days of such notice of suspension, Firefish may cancel the Services by giving notice in writing to the Supplier and Firefish shall have no liability to make any payment to the Supplier in respect of the Services which have not been provided as a result of the Force Majeure Event. Firefish reserves the right to seek alternative sources of supply to mitigate any losses it might sustain.

14 **Assignment and subcontracting**

14.1 The Supplier shall not assign, transfer, subcontract, charge or deal in any other manner with these Terms and Conditions and any Work Order or any of its obligations or rights under them without the prior written consent of Firefish or as set out in the Work Order. In the event that the Supplier subcontracts any of its obligations hereunder, the Supplier shall be liable for all acts and omissions of its subcontractors as if they were its own and shall contract with all such subcontractors on terms which are no less onerous than the terms set out herein.

15 **No partnership**

15.1 Nothing in these Terms and Conditions or any Work Order is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16 **Third party rights**

16.1 Other than a Firefish Affiliate which has entered into a Work Order or a permitted assign pursuant to clause 14 above, a person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

17 **Severance**

17.1 If any part of these Terms and Conditions is found by a court of competent jurisdiction or other competent authority to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

18 **Entire agreement**

18.1 These Terms and Conditions including the relevant Work Order(s) constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of these Terms and Conditions. No terms or other text, including as may be attached to an order document, provided by the Supplier which purports to modify or supplement the terms of these Terms and Conditions shall add to or vary the terms of these Terms and Conditions.

18.2 No variation of these Terms and Conditions or of any of the documents referred to in it shall be valid unless it is in writing and signed by an authorised representative of each of the parties using such form as Firefish may require.

19 **Notices**

19.1 Any notice, invoice or other communication which either party is required by these Terms and Conditions to serve on the other party shall be sufficiently served if sent to the other party at its address as set out at the top of these Terms and Conditions (or such other address as is notified to the other party in writing): by hand; by registered or first class post or recorded delivery; or by email transmission confirmed by registered or first class post or recorded delivery.

19.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) working days following the day of posting. Notices sent by email transmission shall be deemed to be served on the day of transmission if transmitted before 4.00 p.m. on a working day, but otherwise on the next following working day. In all other cases, notices are deemed to be served on the day when they are actually received.

20 **Governing law and jurisdiction**

20.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

20.2 Each party irrevocably agrees, for the sole benefit of Firefish that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation. Nothing in this clause shall limit the right of Firefish to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

21 **Dispute resolution**

21.1 If any claim or dispute arises under or in connection with these Terms and Conditions, the parties will attempt to settle such claim or dispute by negotiation before issuing proceedings.

Signed for and on behalf of Firefish:

_____

Signature

_____

Name:

_____

Position:

_____

Signed for and on behalf of the Supplier:

_____

Signature

_____

Name:

_____

Position:

_____

Date:

Supplier Registered Name (Ltd/LLC or other as applicable)	
Supplier Registered Address	
Supplier Company Number (if applicable)	