

L · R · P

E - C O M M E R C E E L E V A T E D

STANDARD TERMS AND CONDITIONS OF BUSINESS

LITTLE RED PANDA LTD

Unit D, 14 Collent Street
London, E9 6SG
England

LITTLE

RED

PANDA

This document is confidential and contains proprietary information and intellectual property of Little Red Panda Ltd. Neither this agreement nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Little Red Panda Ltd. © 2021 by Little Red Panda Ltd. All rights reserved. Strictly Confidential.

STANDARD TERMS AND CONDITIONS OF BUSINESS

APPLICATION OF TERMS

1. **1.1.** These terms and conditions will:

1.1.1. apply to all Assignments undertaken by Little Red Panda Ltd (LRP) for the Client and to all usage Licences or extended and/or additional Usage Licences relating to such Assignments; and

1.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in Client's purchase order, confirmation of order, acceptance of Estimate, or specification or other document supplied by Client, or implied by law, trade custom, practice or course of dealing

DEFINITIONS

2. **"Little Red Panda Ltd (LRP)"** means the commissioned Little Red Panda Ltd (LRP) whose details are set out in the Estimate and invoice(s) for an Assignment.

"Assignment" means a commission by the Client of Little Red Panda Ltd (LRP) for provision of Little Red Panda Ltd (LRP)'s services at a shoot for the purpose of creating the Material.

"Advertiser" means any client of the Client for whose benefit or use the Material is commissioned.

"Client" is the party commissioning Little Red Panda Ltd (LRP) and includes the Client's affiliates, assignees, and successors in title.

"Estimate" means any email or other document electronic or otherwise created by Little Red Panda Ltd (LRP) and setting out the Fee and expenses for any Assignment along with information as to Usage Licences.

"Fee" means Little Red Panda Ltd (LRP) fees as set out in the Estimate.

"Licensed Images" means the still and/or moving images selected from the Material and as specified in the Estimate as to be licensed for use in accordance with these Terms.

"Material" means all photographic material created by Little Red Panda Ltd (LRP) pursuant to an Assignment and includes but is not limited to transparencies, negatives, prints, digital files or any other type of physical or electronic material recording either still or moving images.

“Shoot Duration” means the number of confirmed days of a shoot whether undertaken consecutively or in separate parts and includes all shoot, travel, recce, preparation or test days.

“Usage Licence” means the licence to use the Licensed Images as set out in clause 3.3 and clause 9 below.

“Working Day” means a day that is not a Saturday or Sunday or any day that is a Bank Holiday in England.

“B.U.R” means Base Usage Rate and is the figure by reference to which additional usage fees to the usage fees stated on Little Red Panda Ltd (LRP)’s original Estimate as accepted by the Client are established.

“NON-LRP” means any outsourced supplier service provided for any shoot e.g. Model, Hair Stylist, Make-Up Artists, Stylist, Stylist Assistant, Model Maker, Prop Supplier and any agency fee’s therein.

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

DEFINITIONS OF E-COMMERCE

3. **3.1.** The client agrees the definition of LRP e-Commerce level imagery shall be as follows:

3.1.1. There shall be one product per shot only or;

3.1.2. There shall be one model per shot only.

3.1.3. Retouch will include cut out and light clean up of product or model only.

3.1.4. There will be one round of retouch amends per image.

3.1.5. Images will be supplied on a white or off-white background unless otherwise agreed in writing.

3.1.6. Images will be supplied as single flattened jpeg format only unless otherwise agreed in writing.

3.1.7. Images will be delivered via FTP in a format to be agreed by the client.

3.1.8. Images will be used solely for e-commerce web sales platform owned by the client unless otherwise agreed in writing and stated on the final estimate

3.2. All images will be shot at 100% resolution of the camera system in use. Clients requiring higher resolution must explain this need in writing during the estimate stage ahead of the shoot.

- 3.3.** The client agrees to take responsibility to check in advance the camera system to be used for their shoot.
- 3.4.** The client agrees to pay reasonable cost for the time taken for multiple focus shots.
- 3.5.** Retouch will be undertaken in no greater detail than 100% interpolation of the original raw file and to Adobe Photoshop standard. Clients requiring retouch in detail greater than 100% resolution must explain this need in writing during the estimate stage ahead of the shoot.
The client agrees to pay reasonable cost for the time taken for retouch over 100% resolution.
- 3.6.** LRP reserves the right to change photographers or retouchers on any job at any time.
- 3.7.** LRP will generate client style guides for regular clients only.
- 3.8.** LRP reserves the right for LRP photographers and retouchers will to interpret any brief on a job-by-job basis and work to best efficiency practices.
- 3.9.** LRP will abide by the client's sign off on brief and creative direction for approved final imagery which will be shared with all teams via an LRP style guide to maximise consistency.
- 3.10.** The client shall not expect the same photographer or retoucher from one shoot to another regardless of the product remaining the same or similar in nature.

ESTIMATES AND QUOTES

- 4. 4.1.** LRP will endeavour to apply best practice knowledge across all incoming jobs however estimates supplied by Little Red Panda Ltd (LRP) to clients are based solely upon the information provided by the Client in advance of preparing the Estimate.
- 4.1.2.** Changes to the requirements for an assignment before or during a shoot may increase the Fee and expenses.
- 4.1.3.** Estimates shall specify the number and characteristics of Licensed Images which the Client shall be entitled to use and the media and territories in and durations for which they may be used and these shall be the terms of the Usage Licence unless otherwise agreed in writing.
The Client is responsible for checking the Estimate to ensure that it provides for all requirements including but not limited to post production, high resolution files, the correct usage licences and all technical specifications for the Licensed Images.
- 4.1.4.** Unless otherwise agreed in writing the Client's confirmation of a shoot date(s) shall be deemed to be acceptance of the costs of the relevant estimate.

- 4.1.5.** The client shall not initiate any shoot or production without having the funds available to cover the estimate in its entirety plus 10% contingency.
- 4.1.6.** If no B.U.R. has been stated, it will be equivalent to Little Red Panda Ltd (LRP)'s per image shoot rate.
- 4.1.7.** Little Red Panda Ltd accepts estimates approved via email and the Client agrees to be bound by the price description discussed via email relating to any photoshoot.
- 4.1.8.** The client agrees that any LRP estimation of NON-LRP costs is non-binding and the NON-LRP cost may differ to that of the LRP estimate and is specific to said NON-COST supplier.
- 4.1.9.** The client agrees to pay directly any NON-LRP costs in relation to any estimate supplied by LRP.
- 4.1.10.** Little Red Panda Ltd will endeavour to make pricing as clear as possible to the Client.
- 4.1.11.** Little Red Panda Ltd reserves the right to review each image or video on a case by case basis. Any images requiring retouch over and above that which Little Red Panda Ltd deems as relevant to the usage permutations will be charged to the Client at further cost. The definitions of e-Commerce can be read in clause 3.
- 4.2.0.** LRP reserves the right to review any estimate or quote supplied to a client at any time should the shoot requirements differ from those of the final relevant estimate.
- 4.2.1.** The estimated costs supplied to any client by LRP may increase to reflect the true nature of the level of work involved supplying images or video for said client regardless of any test photography undertaken by LRP. LRP will inform the client of any increase of costs at the earliest opportunity.

S U P P L Y O F B R I E F I N F O R M A T I O N

- 5. 5.1.** The client agrees to supply LRP with all required information at the estimate stage and takes responsibility for failure to do so. The client agrees that failure to supply LRP with the required information at the estimate stage may incur further costs to the client.
- 5.2.** The client agrees not to make the assumption that reasonable information has been supplied from sending website references, brief documents or reference images or from verbal discussion. The client undertakes to make specific written references at the estimate stage should their requirements fall outside standard LRP e-commerce expectations.

C O N D U C T O F T H E S H O O T

- 6. 6.1.** The shoot will be arranged on date(s) mutually agreed between the Parties.

6.2. During the shoot Little Red Panda Ltd (LRP) will take account of the Client's reasonable instructions in respect of the shoot brief.

6.3. If the Client is not present during the shoot then Little Red Panda Ltd (LRP)'s interpretation of the brief shall be deemed acceptable to Client.

O V E R T I M E A N D A N T I S O C I A L H O U R S

7. 7.1. A normal day is up to nine (9) hours (including one (1) hour for lunch) between nine (9)am and six (6)pm on any Working Day.

7.2. Any hours worked outside a normal day ("Antisocial Hours") will incur additional overtime fees for Little Red Panda Ltd (LRP), crew and facilities. These will be agreed between the Parties.

7.3. Additional fees for NON-LRP crew, facilities and any other third parties required to work Antisocial Hours shall be as set out in their standard terms or otherwise negotiated.

C A N C E L L A T I O N O F S H O O T

8. 8.1. In the event a confirmed shoot or production is cancelled or postponed by the client for reasons outside the control of LRP with less than two (2) days notice the client agrees to compensate LRP 100% of fair expenses incurred by LRP to the date of the shoot.

8.1.1. Expenses will include the cost of cancellation of NON-LRP service suppliers and any other 3rd party involved in the relevant production which shall be paid directly to the supplier by the client.

8.2. In the event the client wishes to move the date of shoot to a date which is already booked with an alternative LRP client (and said client does not agree to release the date) the client agrees to pay for the expense of hiring an alternative studio space and any other expenses in relation to this requirement which shall be agreed in advance.

8.3. The client acknowledges that the cost of studio hire varies and is dependent on notice and availability is not guaranteed.

A C C E P T A N C E & D E L I V E R Y

9. 9.1. When required, following completion of the shoot Little Red Panda Ltd (LRP) will deliver to the Client as soon as reasonably practicable the shoot/ video either in full or edited in a low resolution format to enable the Client to select the Licensed Images.

- 9.2.** Subject to any previously agreed deadlines for post-production work Little Red Panda Ltd (LRP) will carry out any such work required as soon as reasonably practicable but cannot guarantee urgent turnaround.
- 9.3.** The client agrees that any time taken by the client to edit their shoot is not included in the time allowance estimated by LRP to the deadline of final digital asset supply.
- 9.4.** The client acknowledges that final supply times may be subject to change depending on the current workload of LRP and that LRP shall not be bound by any client's internal critical path workflow.
- 9.5.** Unless expressly agreed in writing between the Parties the Client shall not be entitled to reject the material on the basis of style or composition or difference of subjective opinion where the client brief has been followed by LRP.
- 9.6.** LRP will endeavour to correct any image/ video amendments or replacements within the confines of the budget and shoot timelines but this is not guaranteed.

S T O R A G E O F M A T E R I A L

- 10. 10.1.** The Client shall ensure that it takes appropriate steps to keep safe an exact digital copy of all Material supplied for the duration of the Usage Licence. Little Red Panda Ltd (LRP) will not be responsible for archiving any Material unless by prior written agreement with the Client.
- 10.2.** Save for the purposes of the Usage Licence including clause 8.1 above the Material may not be stored in any electronic medium or transmitted to any third party, including for the avoidance of doubt any associated or branch office of the Client, without the written permission of Little Red Panda Ltd (LRP).
- 10.3.** Upon publication of the Licensed Images or any of them and on Little Red Panda Ltd (LRP)'s request the Client shall supply to Little Red Panda Ltd (LRP) free of charge a high-resolution digital file, PDF format file or good quality hard copies of the Licensed Images in the context in which they are published.

C O P Y R I G H T & U S A G E L I C E N C E S

- 11. 11.1.** Unless agreed in the specific terms of the estimate the entire copyright and all similar rights throughout the world in all the Material and ownership of all physical materials created by or for Little Red Panda Ltd (LRP) shall vest in and be retained by Little Red Panda Ltd (LRP) at all times without prior written agreement. LRP grants that estimates not stating a usage period shall include 12 months of client e-commerce & social channels usage only.
- 11.2.** The Client is responsible for informing the Advertiser of the extent and limitations of all Usage Licences. Any agency involved in any Little Red Panda LT (LRP) production is responsible for informing their client of the extent and limitations of all usage licenses.

11.3. Upon payment in full of both the Fee and expenses for an Assignment Little Red Panda Ltd (LRP) grants to the Client the right to use the Licensed Images on the express terms of the Usage Licence laid out in the estimate or contract supplied. No use may be made before payment in full without Little Red Panda Ltd (LRP)'s express agreement in writing.

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

11.5. Usage of the Licensed Images is limited to use of such images as provided by Little Red Panda Ltd (LRP) and the Client shall not manipulate any Licensed Photograph or video or make use of only part of any individual image without the prior written permission of Little Red Panda Ltd (LRP).

11.6. The Client may only sub-license the right to use the Licensed Images to the disclosed Advertiser as agreed and strictly on the terms of the Usage Licence.

11.7. Neither the Client nor the Advertiser may use the Licensed Images in relation to any additional products or services not specified in the Usage Licence.

11.8. Any licence to use the Licensed Images shall automatically be revoked if payment in full of both the Fee and expenses for an Assignment is not received by the due date plus 10 days, specified in the relevant invoices or if the Client or Advertiser becomes insolvent or is put into receivership or is subject to any of the matters set out in clause 22.1.2 below.

11.9. The base assumption of images or moving image produced by LRP covers e-Commerce usage only. Usage requirements over and above including social media, web platform and any print or tv media in any format must be discussed, approved and stated on the relevant estimate prior to shooting any materials.

A D D I T I O N A L / E X T E N D E D U S A G E

12. 12.1. The Fee is based on the Usage Licence as specified in the Estimate. Any additional or extended use (including for the avoidance of doubt the use of individual still frames from licensed moving image footage) will attract an additional fee which must be agreed by both parties in advance.

12.2. Any estimates of additional or extended usage licence fees provided to the Client are valid for a period of three months from the date of the estimate only (unless otherwise notified in writing).

12.3. The Client acknowledges that such estimates do not include provision for any NON-LRP or third party rights which are the responsibility of the Client pursuant to clause 12 below.

12.4. The Client shall procure that the Advertiser requests any necessary extended or additional usage licence(s).

12.5. Any extended or additional use made without permission shall attract an additional fee calculated by BUR and an administration fee based on the time involved.

EXCLUSIVITY

13. 13.1. All Usage Licences granted by Little Red Panda Ltd (LRP) to the Client shall be exclusive to the Advertiser and the Client unless otherwise agreed in writing.

13.2. Subject to clause 12.4, Unless agreed in the specific terms of the brief, Little Red Panda Ltd (LRP) undertakes not to grant any other licence in respect of the Material to any third party without the client's consent. This clause shall survive the termination of this agreement.

13.3. After expiry of the exclusivity period Little Red Panda Ltd (LRP) shall make such use of the Material including the Licensed Images as LRP sees fit for the promotion of LRP LTD providing that any such usage shall not be used for malicious purposes of denigration to the client and their brand. This clause shall survive the termination of this agreement.

13.4. Nothing in this clause (13) shall prevent Little Red Panda Ltd (LRP) at any time from using the Material, whether commercial, test or speculative (images shot for presentation/pitch/ awards), in any form and in any manner worldwide for the purpose of promoting LRP services providing that any such usage shall not be used for malicious purposes of denigration to the client and their brand.

13.5. Little Red Panda Ltd (LRP) reserves the right to use the Material for this purpose whether or not in the context of the Advertiser's advertisement or other material in which the material is incorporated, including without limitation the Advertiser's branding subject to the client's consent which shall not be reasonably withheld.

THIRD PARTY RIGHTS

14. 14.1. Engagements of NON-LRP third party suppliers, including models, are subject to such terms and conditions as those parties may require which shall be made available by the supplier on the client's direct request to the supplier.

14.2. Estimated model fees cover modelling time only and the Client shall be responsible for clearing model usage unless otherwise stated on the Estimate.

14.3. Items created specifically for the shoot shall remain the property of their creator unless agreed otherwise.

14.4. Little Red Panda Ltd (LRP) shall not be responsible for obtaining any clearances in respect of third party copyright works, trademarks, designs or other intellectual property used in relation to the Assignment or any Usage Licence or extension thereof unless expressly agreed in writing prior to the shoot.

C R E D I T S

- 15. 15.1.** In respect of all editorial uses and otherwise as additionally stated in the Estimate the Client shall procure where reasonably possible that Little Red Panda Ltd (LRP)'s name is printed in reasonable proximity to all published reproductions of the Licensed Images.
- 15.2.** Where possible LRP would prefer to be tagged in any social media posts pertaining to work produced for any client.
- 15.3.** LRP reserves the right to use any images produced by LRP for any client for uses of the promotion of LRP services to include any method of association to the client involved as deemed appropriate to any given platform including the LRP website or on social media by way of "tagging" subject to the client's approval which shall not be unreasonably withheld. This includes the use of images or moving image of any client product or whether directly owned or third party and also recognisable models in perpetuity.
- 15.4.** The client shall assume LRP will use the client images or video (as per clause 15.3) and agrees to undertake responsibility to inform LRP of any necessary restrictions in a timely manner. In the event no restrictions are made available LRP will assume consent is given.

P A Y M E N T S

- 16. 16.1.** All expenses and production costs must be paid in advance of the shoot unless otherwise agreed in writing and such invoices are due on presentation. All expenses and production costs are only subject to the prior written approval of the Client providing the client makes all and any requests for such expenses at least 5 days prior to the date of the photo/video shoot in relation to said request.
- 16.2.** All final non-expense LRP invoices must be paid within thirty (30) days of the date of issue.
- 16.3.** LRP reserves the right to issue the client with the relevant final invoice either on the completion of the shoot production or on delivery of final digital assets with the agreement of the client which shall not be unreasonably withheld.
- 16.4.** Little Red Panda Ltd (LRP) reserves the right to charge interest on late payments at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until the date payment is made.
- 16.5.** If there is a delay of one (1) month or more between agreed pre-production work and the shoot, Little Red Panda Ltd (LRP) reserves the right to invoice the Client for the pre-production element of the Fee and for any expenses already incurred by Little Red Panda Ltd (LRP).
- 16.6.** Usage Licence and any third party fees negotiated by Little Red Panda Ltd (LRP) are payable regardless of whether Licensed Images are in fact used by the Client or the Advertiser.

- 16.7.** All payments are due in pounds sterling unless expressly stated otherwise.
- 16.8.** Clients running a PO system in order to make payment for any given job must raise the PO number no later than twenty four (24) hours before the start of the shoot booking.
- 16.9.** LRP reserves the right to close and invoice for any incomplete jobs running on any given PO number supplied.
- 16.10.** The client acknowledges that refusal of payment is forfeiture of any rights to any digital asset/s supplied by LRP in relation to the unpaid invoice.
- 16.11.** In the event a client refuses payment LRP reserves the right to liquidate any client asset/s or product/s in the possession of LRP in order to recoup costs and to induce the services of the small claims courts or 3rd party debt recovery agencies.
- 16.12.** The client agrees not use or share on any platform or in any circumstance any images or video produced by LRP without payment in full where payment has not been made within 10 days notice that payment is overdue.

E X P E N S E S

- 17. 17.1.** The client acknowledges that all expenses figures provided in advance of a shoot are estimates only and the client should allow a minimum ten percent (10%) contingency budget in all cases. All estimated costs are stated exclusive of VAT.
- 17.2.** The client acknowledges that LRP can only calculate specific requested expenses in advance on information supplied by the client in relation to their shoot and that certain expenses may be unforeseen.
- 17.3.** Little Red Panda Ltd (LRP) will endeavour to work within the agreed cost estimate, but individual costs within the Estimate may vary at the discretion of LRP to enable the most effective realisation of the brief.
- 17.4.** Where unexpected extra expenses or time are incurred by Little Red Panda Ltd (LRP) as a result of alterations to the original brief by the Client, or otherwise at its request, the Client shall be liable to pay such extra expenses and/ or additional fees at Little Red Panda Ltd (LRP)'s normal rate on written approval which shall not be unreasonably withheld.
- 17.5.** Receipts for expenses can only be provided if requested prior to shoot confirmation.

R E T U R N O F M A T E R I A L S

- 18. 18.1.** Not including agreed social media posts or blogs, within thirty (30) days of expiry of any Usage Licence the Material must be returned to Little Red Panda Ltd (LRP) in good condition and any digital files stored by the Client and the Advertiser must be deleted.

I N D E M N I T Y

19. 19.1. The Client shall indemnify Little Red Panda Ltd (LRP) and keep LRP and their respective officers and employees indemnified on a rolling contractual 12 monthly basis against all liabilities, claims, costs, damages and expenses claimed or incurred (including legal costs) or licence fees due by reason of any infringement claim, or alleged infringement, of any intellectual property rights relating to any failure by the Client to obtain third party clearances or arising out of use of the Material by the Client or the Advertiser outside of the Usage Licence or otherwise as a result of any breach by the Client or the Advertiser of these terms.

E X T E N T O F L I A B I L I T Y

20. 20.1. During the time of this contract Little Red Panda Ltd (LRP) shall not be liable to the client for any loss of profit, loss of contracts, loss of business or revenues, loss of production or for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Little Red Panda Ltd (LRP), Little Red Panda Ltd (LRP)'s employees, NON-LRP service suppliers, agents or sub-contractors or otherwise) which arise out of or in connection with the shoot.

20.2. Little Red Panda Ltd (LRP)'s maximum aggregate liability for all losses, damages, costs, claims and expenses however or whenever arising out of or in connection with these Terms shall in any event be limited to the total amount of the fees paid to Little Red Panda Ltd (LRP) by the client in relation to the relevant Assignment.

20.3. Notwithstanding the above, nothing in these terms excludes or limits the liability of Little Red Panda Ltd (LRP) for death or personal injury caused by Little Red Panda Ltd (LRP)'s negligence or that of LRP employees, NON-LRP suppliers, agents or sub-contractors, for any fraudulent statement or act or for any matter which it would be illegal to exclude.

20.4. Little Red Panda Ltd (LRP) hereby disclaims any warranties, conditions and other terms on or relating to the services hereunder or any parts thereof which might otherwise be implied whether by statute, law, custom, course of dealing or otherwise, including without limitation any warranty, condition, or other terms of merchantability, quality, fitness for purpose or non- infringement to the fullest extent permitted by law.

C O N F I D E N T I A L I T Y

21. 21.1. Little Red Panda Ltd (LRP) will keep confidential and will not disclose to any third parties or make use of material or information communicated to them in confidence for the purposes of the Assignment, save as may be reasonably necessary to enable Little Red Panda Ltd (LRP) to carry out his/her obligations in relation to the Assignment.

21.2. It shall be the sole responsibility of the Client to arrange for any third party involved in the Assignment to enter into any confidentiality agreement.

21.3. Little Red Panda Ltd (LRP) will not be liable for any breach of confidentiality by any third party or NON-LRP supplier.

21.4. LRP is fully signed up and compliant to GDPR regulation and registration.

21.5. LRP agrees to abide by any data processing agreement in the form reasonably required by the client should the client deem this necessary and providing the client pays for any costs involved.

T E R M I N A T I O N

22. 22.1. Either party will be entitled to terminate these Terms immediately by giving written notice to the other if the other party:

22.1.1. commits a material breach of these Terms and fails to remedy that breach (if remediable) within 30 days after receipt of written notice requesting its remedy; or

22.1.2. is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of the other party's assets are the subject of any form of seizure, or the other party goes into liquidation either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or a receiver or administrator is appointed over the other party's assets. In this instance all and any invoices due to LRP will remain valid and due as per the terms of this agreement and all image copyright ownership shall revert immediately to LRP. Continuation of use of any LRP digital asset without payment in full regardless of new client company ownership or receivership shall be deemed breach of copyright.

E F F E C T S O F T E R M I N A T I O N

23. 23.1. On termination or expiry of these Terms for whatever reason:

23.1.1. The Client shall pay all sums due and owing the date of which will be automatically accelerated to the date of termination.

23.1.2. LRP shall release all products and any relevant confidential information to the client immediately providing all expenses and invoices either draughted, due or overdue to LRP are paid in full.

23.1.3. The provisions of Clauses 2, 4.3, 10, 11, 12, 13, 14, 15, 18, 19, 20 and 21 shall survive expiry or termination.

23.1.3. Any termination and/or suspension of these Terms shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

FORCE MAJEURE

- 24. 24.1.** Little Red Panda Ltd (LRP) shall not be liable for any failure or delay in the performance of any of LRP's obligations under these Terms caused by any circumstances beyond LRP's reasonable control.

CLIENT PRODUCT CARE

- 25.** Little Red Panda Ltd agrees to accept deliveries of clients products into their premises on the following terms:

Receipt of Goods

25.1. The client agrees not to deliver any product to LRP premises for any reason without accepting full accountability for the safety, condition, delivery and inventory of their product/s.

25.2. The client agrees to fully insure under their own policy against the full replacement cost or value to the client of all goods, products and materials delivered to the premises of Little Red Panda Ltd or LRP storage facility. Insurance cover must include transit time beyond the usual insurance cover provided by any logistics transport provider.

25.3. The client shall not attempt to deliver any hazardous or illegal substance to LRP premises.

25.4. Little Red Panda Ltd will endeavour to notify the Client of any damage to or loss of the client's product/s discovered (but not caused) by Little Red Panda Ltd at the earliest available opportunity.

25.5. The client agrees not to send to LRP any shipment that contains products which are not identifiable by barcode with a digital corresponding client-generated inventory in the form of a searchable spreadsheet without written agreement between both parties.

25.6. In the event any client requires LRP to create a coded inventory of a shipment of products or to identify and locate any specific product within any shipment the client agrees to recompense LRP for any reasonable expense incurred.

25.7. The client agrees that It is standard but not guaranteed procedure for LRP to check and tally shipments at the earliest opportunity.

Storage of Goods

25.8. Little Red Panda Ltd will safely store client products at LRP premises for the requisite time period before and during the relevant production. The post shoot storage period is not to exceed 1 week without prior agreement.

25.9. Little Red Panda Ltd reserves the right to transport and store client product/s at a secure off-site facility within a 2 mile radius of LRP Premises. The client agrees to pay the cost of this transport and storage which shall be reasonable.

Return of Goods

25.10. Little Red Panda Ltd reserves the right to return product/s at any reasonable time with no fewer than 24 hours notice to the client using a logistics transport provider of Little Red Panda Ltd's choice. The Client agrees to pay the cost of the return of products which shall be reasonable.

25.11. Little Red Panda Ltd will endeavour to repackage any product to be returned to the Client to the same standard of packing as when received by Little Red Panda Ltd.

25.12. Little Red Panda Ltd reserves the right to use branded stickers and/ or packaging to identify the product as to be returned to the Client.

25.13. The client agrees the product may not be returned in a condition for immediate resale.

25.14. The Client may collect their product in person or with the logistics provider of their choice only during Little Red Panda Ltd opening hours, with prior notice and that any client or logistics provider agrees to abide by the instructions of LRP on arrival.

Product Loss or Damage

25.15. In the rare event that any accidental damage to or loss of the Clients product/s caused directly by negligence of Little Red Panda Ltd will be notified to the client at the earliest available opportunity. Little Red Panda Ltd agrees to be liable for the cost of any damage or loss in this instance only to the full wholesale cost of the product by way of insurance claim on Little Red Panda Ltd's "Goods in Trust" insurance policy to be refunded to the Client or removed from the invoice relating to said product. This does not relate to product in transit as per clause 25.2

25.16. High value items must be insured under a separate policy held by the Client as per clause 25.2

25.17. Any Client wishing to visit the premises of Little Red Panda Ltd may do so by appointment only within Little Red Panda Ltd opening hours.

IMAGE OR VIDEO CONTENT CREATION

26. Little Red Panda (LRP) will endeavor to use the appropriate image creation techniques currently available using lighting and digital medium. LRP reserves the right to select the style of lighting and the level of digital medium appropriate to any given client brief in line with the client's brief. Any client with specific requirements in regards to lighting or digital image output format shall notify LRP in writing a minimum of three (3) working days ahead of any image creation booking. LRP employees will endeavour to create digital assets to the best of the photographer's, videographer's or retoucher's ability.

LRP will endeavour to interpret the client's brief which must be supplied written in email format now later than three (3) days prior to any image or video creation production date. Where any instructions as to the preference of image creation are not supplied by the client LRP will maintain a "standard e-com level" of image creation. At this level clients can expect the following:

Elinchrom professional studio lighting systems

Canon digital DSLR

Canon or Sony Video Systems

Capture One Pro software

In the event the client's product or model supplied are not in a condition acceptable for image creation based on the clients brief requirements the client agrees to pay a surcharge to cover

the cost of styling/ manipulating the clients product/ model to its expected condition. This includes but is not restricted to:

Product

- Shape
- Colour
- Cleanliness
- Design
- Details

Model

- Hair
- Skin/ tattoo
- Makeup
- Physical condition
- Body shape
- Health/ vitality level

LRP will endeavour to match imagery from previous photography/ videography or examples supplied by the client within the constraints of the above clause.

The client agrees to pay the cost of any specific lighting or digital equipment required above the "standard e-Com level".

D I G I T A L C O N T E N T A P P R O V A L

27. 27.1. At their discretion, LRP agrees to undertake the creation of a Client style guide for both photography and retouching in order to expedite all production workflow processes and for the assumption of client approval across bulk content creation up to but not including final client approval and sign off of the digital assets. In lieu of a complete Client style guide for photography, video or retouch; LRP shall take the previous approved assignment as the base for the continuation of work for the Client.

27.2. In lieu of a complete Client style guide for photography, video or retouch; LRP shall take the previous Client approved assignment as the base for the continuation of work for the Client.

27.3. The client agrees to undertake responsibility for the final approval on any digital content supplied by LRP with enough reasonable time to allow for amends of said digital content.

27.4. Little Red Panda Ltd reserves the right to utilise any employee or freelancer of their choice to produce digital assets for any Client.

27.5. Should any client wish to work with any particular employee of Little Red Panda Ltd they shall inform Little Red Panda Ltd prior to shooting. In this instance Little Red Panda Ltd reserves the right to apply clause 27.2

27.6. Any shoot production attended by the Client or their representative shall be taken by Little Red Panda Ltd as fully approved.

27.7. Little Red Panda Ltd will endeavour to the best of their ability to interpret the Clients brief requirements. Any specific instructions regarding any production must be made clear and in written form prior to the shoot day.

27.8. The client agrees to review their digital assets at the earliest opportunity when requested by any LRP digital content creator at any stage of the client's production.

27.9. The client agrees that any LRP digital content creator may request verbal approval from the client or their representative during any shoot production.

27.10. The client agrees that any verbal approval from the client or their representative shall be taken as full approval and acceptance by the LRP digital content creator and that the client has a full understanding and acceptance of the final image asset to be supplied in line with the approval request.

27.11. Where the client or their representative is not present on any production Little Red Panda Ltd will endeavour to the best of their ability to communicate any digital assets for approval purposes during any production. The Client must take no longer than fifteen (15) minutes to respond and agrees that if the response time is greater than fifteen (15) minutes of the digital asset communication approval shall be granted automatically to Little Red Panda Ltd.

27.12. The client agrees any digital asset deemed unusable by the client and subsequently requires re-shooting where LRP is not at fault the client will cover the full cost of reshooting said image/s.

Non LRP fault includes but is not restricted to:

27.12.a. When the client or their representative are present: Poor quality product, incorrect product shot with client oversight, change of any client preference in regards to preference of product, product combination or model or both, failure of model performance or attendance, client failure to identify and communicate any fault with any product, failure to communicate any preference in regards to any product regardless

of precedent of shooting for said client, failure to feedback changes in preferences in regards to image composition, lighting or backgrounds to LRP in such a way as to prevent the photoshoot proceeding in a timely manner.

27.12.b. When the client or their representative are not present: poor quality product, failure to notify of any change of any preference of product selection or model to be shot, sending product unfit for photography or videography, failure to send any product in time for any production, failure to feedback preferences to LRP in such a way as to prevent the photoshoot proceeding in a timely manner, failure to communicate any preference or changes in preferences in regards to image composition, lighting or backgrounds to any production including the nature of any given shoot regardless of precedent of shooting for said client, failure of client-booked model performance or attendance.

M A T E R I A L A P P R O V A L

28. 28.1. The client agrees that by choosing to use any service of LRP the client understands and trusts that the definition and judgement of the standard of quality of a finished image, video or any other material, in line with the estimated cost, remains the sole preserve and jurisdiction of LRP which shall be reasonable and aligned to the usage requirements stated on the estimate.

28.2. The client shall not be entitled to reject any material on the basis of difference of subjective opinion.

28.3. The client agrees that any verbal communication from the client or their representative during any shoot production in regards to image lighting, background and composition may be taken as direct instruction of change of brief.

28.4. The client agrees that should the client attempt to reject any images or video supplied LRP due to difference of opinion, LRP reserves the right to invoice the client in full at the agreed estimated costs.

28.5. The client agrees that claiming ignorance to the level of work involved is not a reasonable cause to withhold payment.

28.6. The client agrees that claiming expectations beyond a standard deemed unreasonable by LRP is not sufficient cause to withhold payment.

28.7. The client acknowledges that the cost calculated by LRP in estimates are pertinent only to the working practices of LRP relative to the client brief.

28.8. The client agrees not to make reference to fee's costs for similar services supplied by any other company as due reason to attempt to re-negotiate or withhold payment for fees or costs agreed with LRP.

28.9. The client acknowledges that it is not standard procedure for LRP to release raw data that has not passed

through LRP post production. The client agrees that should the client or its representative wish to undertake retouch or post production of any material produced by LRP outside the services of LRP that this shall not affect the agreed estimate.

28.10. The client acknowledges that LRP does not supply raw or layered-retouched files or partially edited moving-image.

COLOUR MATCHING

LRP agrees LRP agrees to undertake colour matching of a real world product when being transferred to a digital medium. Colour analysis may be undertaken at the shoot or retouch stage. The criteria of colour matching shall be either:

a./ Photographically grey balanced to neutralise all colours in a daylight workspace using a professional grade white balance card. Any discrepancies caused by the digital medium misreading a colour the photographer may make adjustments during the shoot process.

b./ Judgement by eye comparing the client's product under daylight balanced light to the digital image presented on a calibrated computer screen during the retouch process.

The client agrees not to request colour matching amends unless the client has also used criteria b technique to judge the product colour.

The client agrees to pay for the cost of a colour matching retoucher to be present during the duration of their shoot production if necessitated by the complexity of the client's product which shall be reasonable.

RETOUCH / POST PRODUCTION

29. Where the client has provided specific guidelines LRP will endeavour to meet these criteria in a timely manner. Clients requiring retouch/ post production above a "standard e-Com level" can expect that more time must be taken to meet these criteria.

LRP defines "standard e-Com level" of retouch/ post production as follows:

STILLS:

Software:

- Adobe Photoshop CS

Product:

- A light clean up of the clients product where necessary.

- Product pathed and placed onto separate background when required.
- A small amount of re-shaping of clients product.
- A basic colour correction where digital medium has reacted to a “false” colour.

Model:

- Alpha channel and placement onto a standardised background with true shadow brushed through.
- Light skin clean up of blemishes, cuts, spots and small scars.
- Light removal of facial and body hair where reasonable.
- Models images for placement on clients e-Commerce platforms shall be supplied with an agreed standardised area of padding space around the model.

- The client acknowledges variety in model physical shape and size will affect the placement of the model within the padding window.

- It is standard procedure for LRP to align model images across the model’s eye level and hem line of comparative garment.

- Model’s silhouette shape falling outside the clients standardised padding window may require resizing e.g. models with: very high top hairline, very wide shoulders, much shorter in stature to the standard client model preference.

Examples of work above the standard level include but are not restricted to:

- Colour matching to pre-existing non-LRP photography/ videography.
- Colour shifting of images outside the field of the product colour range.
- Colour shifting multiple elements of a single product.
- Cleaning an unreasonable amount of unremovable dirt, scuffing or damage to a physical product.
- Retouching beyond 100% pixel depth.
- Reshaping or warping of a product or model to a level that does not reflect the true shape or nature of the product.
- Removing large tattoos, heavy body or facial hair.
- Clean up of background.
- Placement of multiple items/ elements to create a composite image.
- Generation digital reflections in reflective products.

LRP will endeavour to price as accurately as possible for retouch/ post production. In some cases it is necessary to review the price offered to the client due to the nature of the clients products. In the event the product reacts to the production or post-production in an unexpected/ unpredictable way LRP will inform the client of the need for further retouch work required.

In the event further retouch/ post production is required due to the nature of the clients product or model the client agrees to cover reasonable costs for additional retouch/ post production work as per the above clause and to include but not restricted to the following:

Product	Model	Retouch
- Shape	- Model skin	- Multiple clean up of backgrounds
- Colour	- Model hair	- Multiple changes of background padding around product or model
- Cleanliness	- Model body shape	- Change in requests to templating of product or model shape / size
- Design		- Additional shadows generated other than those created from lighting on the photoshoot
- Details		- Repeated adjustments to set templates for website image delivery

RETOUCH AMENDS

- The client shall expect a minimum of 1 round of retouch amends per digital asset in order to check and approve or request amends. All and any individual image concerns must be raised in round 1 amends stage.
- Any allowance for any subsequent amends (round 2 amends) must be stated on the final estimate.
- Round 2 amends must be in direct relation to the enhancement of a previous (round 1) retouch amend request. Round 2 amends are not to be used as an opportunity to raise new or additional retouch requests that are unrelated to the round 1 amend request/s.
- Retouch amends requested at round 2 stage which are unrelated to round 1 requests will be deemed billable at an agreed rate which shall be reasonable.
- The Client acknowledges that round 2 amends which are additional and unrelated to round 1 amends will adversely impact on the final delivery time of the digital asset.

Image Supply:

The standard LRP file supply format is as follows:

Stills:

- Jpeg in Adobe 1998 colour space at maximum pixel dimensions from camera
- Adobe RGB or sRGB

Video:

- Raw or MP4 format

GENERAL

- 30. 30.1.** Waiver: No delay or omission by a party in exercising any right or remedy under these Terms shall operate to impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right or remedy shall not preclude any further exercise or the exercise of any other right or remedy.
- 30.2.** Assignment/Sub-contracting: Neither party shall be entitled to assign, transfer, delegate or sub-contract the whole or any part of its rights and obligations under these Terms without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 30.3.** Notices: Any notice under these Terms shall be duly given if: (a) delivered personally; or (b) sent by prepaid post, in which case it shall be deemed to have been received forty eight (48) hours after posting; or (c) sent by fax, in which case it shall be deemed to have been received when transmitted.
- 30.4.** Entire Agreement and Variation: These Terms and the Estimate constitute the entire agreement between the parties with respect to their subject matter.
- 30.5.** Severability: If any part of these Terms is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the Terms and the remainder shall continue to be valid and enforceable to the fullest extent permitted by law.
- 30.6.** Relationship: Nothing in these Terms shall be construed so as to give rise to any agency, joint venture, partnership or relationship of employer and employee between the parties.
- 30.7.** Third Party Rights: The provisions of these Terms are for the benefit of the parties and are not intended to confer upon any person except the parties any rights or remedies hereunder. No person who is not a party to these Terms shall have any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 30.8.** Law and Jurisdiction: These Terms are governed by the laws of England & Wales and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England & Wales.
- 30.9.** LRP reserves the right to stop work on any shoot, image or production at any time for any reason without notice whereby LRP will communicate to the client the cause of the cessation of work at the earliest possible opportunity.
- 30.10.** In the event Little Red Panda Ltd (LRP) ceases work for the reason that the client states they are unable to pay any sums due or breach the terms of this document during any production for the client, the client agrees to pay LRP in full for the work undertaken by LRP including all expenses incurred to the date of the cessation of work. LRP will supply the client with the assigned work to the date of cessation providing that the client pay LRP in full.
- 30.11.** By using any service provided by LRP the client they have read, understood and are committed to the terms and conditions set out in this document.