

PURCHASE / RENTAL ORDER

TITLE	GAME OF THRONES 8 (UK)
P.O. BOOK NO.	
SUPPLIER	Vektra c/o Embassy Films
ADDRESS	Branka Vodnika 4/b
ZIP / CITY	42000 Varaždin
STATE / COUNTRY	Croatia
CONTACT PERSON	Zlatan Novak
PHONE	+38598874966
EMAIL	zlatan.novak@vektra.net

INVOICE ADDRESS	
Fire & Blood Productions Ltd	
Thomas Andrews House, Queens Road Queen's Island	
BT3 9DT Belfast / UK	VAT No. - 975825371
Tel. 02890409992	

Important information for supplier: only invoices showing the P.O. No. will be accepted.

QTY	DESCRIPTION	TYPE	ACC. NO.	NET TOTAL
1	<p>Photogrammetry/Lidar of Dubrovnik (23 locations) 3D laser scanning, geodetic and photogrammetric survey of 23 micro-locations in Dubrovnik according to the investor's specifications. Use of the terrestrial 3D laser scanners and professional geodetic UAV.</p> <p>Data processing and the creation of the georeferenced, texturized 3D polygonal model of the city areas.</p> <p>Schedule of shoot/delivery attached</p>	Purchases	61_22_09	EUR 43,000.00

NET TOTAL

EUR 43,000.00

Ordered by

Adam Chazen
(Associate Producer - VFX)

VFX Producer

Steve Kullback

on: 12th December 2017 14:01 GMT

Department

Post Production VFX

Producer

Greg Spence

on: 14th December 2017 18:39 GMT

Date

12th December 2017 13:48
GMT

Financial controller

Ally O'Leary

on: 15th December 2017 11:23 GMT



TERMS AND CONDITIONS ("Conditions") governing the sale and/or rental of the goods (the "Goods") and/or services (the "Services") identified overleaf to Fire and Blood Productions Limited of Time Warner House, 44 Great Marlborough Street, London, W1F 7JL ("Producer"), which issues the order set out in the Purchase/Rental Order (the "Order") to the person, firm, company or organisation whose name appears overleaf, or who accepts the order ("Supplier").

A. Terms relating to Purchases Only

- 1. Delivery and Ownership of Goods**

Delivery shall be made at the address identified overleaf but property in the Goods shall not pass until Producer has had a reasonable opportunity to inspect the Goods. The Goods shall be at Supplier's risk until property has passed to Producer. Producer may reject any Goods delivered which are not in accordance with the Order, and shall not be deemed to have accepted any Goods until Producer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Producer shall not be obliged to return to Supplier any packaging or packing materials for the Goods, whether or not the relevant Goods are accepted by Producer.

B. Terms relating to Rental Only

- 2. Ownership**

Producer acknowledges that (as between Supplier and Producer) Supplier is the legal owner of the Goods hired by Producer from Supplier. Producer may not sell, loan, assign, pledge, encumber or part possession with such Goods.
- 3. Period of hire**
 - The period of hire commences when the Goods are delivered to the address for delivery of Producer as indicated overleaf or collected by Producer (as the case may be) and finishes at the end of the agreed hire period or when the Goods are returned to the premises of Supplier or collected by Supplier (as the case may be).
 - If the period of hire is extended, these Conditions shall continue to apply to the extended period. Any extension to the period of hire, when arranged verbally, shall be confirmed as soon as reasonably practicable in writing.
 - The Goods shall be at Producer's risk during the period of hire.
- 4. Hire charges**

Unless otherwise agreed, Supplier shall invoice for the hire charge weekly and Producer shall pay the hire charges within fourteen days after receipt of each invoice. All other aspects of calculation and payment of the hire charges shall be governed by Condition 6 below.

C. General Terms relating to all Orders (both Purchases and Rental)

- 5. Basis of Order**
 - The Order shall be deemed to be an offer by Producer to purchase the Goods and/or Services subject to these terms and conditions and such offer shall be accepted when Supplier (either expressly by giving notice of acceptance or impliedly by beginning to fulfil the Order, whether in whole or in part) accepts the offer.
 - Subject to the condition below, these Conditions shall apply to the exclusion of any other terms and conditions in any other document or other communication (including, without limitation, any terms and conditions on which any quotation has been given to Producer or subject to which the Order is accepted or purported to be accepted by Supplier).
 - No variations to the Order or these terms and conditions shall be binding unless agreed in writing between authorised representatives of Producer and Supplier.
 - Producer enters into this Order on its own behalf and/or on behalf of one or more of its subsidiaries, any ultimate holding company (from time to time) and/or associated companies (all as defined by section 736 of the Companies Act 1985 or any subsequent amendment thereto) and any such company or companies may enforce the terms of this Order in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 6. Price / Hire Charges and Terms of Payment**

6.1 The price / hire charge shall be EITHER:

 - as stated in this Order and, unless otherwise so stated, shall be:-
 - o exclusive of any applicable value added tax or other sales tax; and inclusive of all charges for packaging, packing and delivery of the Goods to PRODUCER and any
 - o duties, imposts or levies (other than value added tax or other sales tax); OR
 - as set out on the most recent rate card agreed in writing between Producer and Supplier.
 - No increase in the price / hire charge may be made (whether on account of increased material, labour or transportation costs, fluctuation in rates of exchange or otherwise) without the prior consent of Producer in writing.
 - Unless otherwise expressly agreed in writing and subject (in the case of rentals) to Condition 4 above, payment shall be made within sixty (60) days after the later of the date on which: (a) Producer receives Supplier's invoice; or (b) the Goods are accepted or the performance of the Services is completed (the "Payment Due Date").
 - If at any time Supplier would (other than for the effect of this Condition) become entitled to statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, then that right to statutory interest is hereby ousted and Supplier shall instead be entitled to receive interest as provided in the remainder of this Condition, if Producer fails to pay any amount payable by it under these terms and conditions on or before the Payment Due Date. Producer shall, subject to written demand by Supplier, pay interest on the overdue amount at the rate of 2% per annum above Barclays Bank Plc's base rate, as such rate is publicly quoted on the Payment Due Date. Interest shall accrue on a monthly basis (accruing first on the date 30 days after the Payment Due Date and every 30 days thereafter) until the day of actual payment.
- 7. Delays, Surpluses and Shortages**

Without prejudice to Producer's other rights, Producer reserves the right to cancel, without redress by Supplier, either the whole or the unexecuted part of the Order if unexecuted within the time specified in this Order, or schedules issued pursuant to this Order. Supplier shall deliver the Goods and supply the Services by the date or dates specified overleaf or notified to Supplier by Producer or, in the absence of a specified date, within a reasonable time. Should Supplier's failure to deliver on time necessitate deliveries by special transport, all additional transportation charges shall be paid by Supplier. Producer reserves the right to return to Supplier at Supplier's cost and risk any Goods delivered in excess of the quantities specified in this Order, or in excess of schedules issued pursuant to this Order.
- 8. Quality**

In addition to Producer's statutory and common law rights and without limitation:-

8.1 the Goods shall:-

 - conform as to quantity, quality and description with the particulars stated in this Order;
 - be of sound materials and workmanship and free of defects;
 - be safe and present no risk to persons or property;
 - be equal in all respects to the samples, patterns or specification provided or given by either Producer or Supplier;
 - be capable of meeting any standard of performance specified in this Order;
 - be fit for the purpose for which the Goods are commonly intended and, if the purpose for which the Goods are required is made known to Supplier either expressly or impliedly, also be fit for that purpose; and
 - comply with all applicable statutory and other regulatory requirements.

8.2 the Services shall:

 - be performed in accordance with any and all of the requirements stated in this Order (and Supplier guarantees that Supplier will achieve any and all of the results specified in this Order);
 - be performed with all reasonable skill, care and diligence; and
 - comply with all applicable statutory and other regulatory requirements.
- 9. Liability**

In addition to Supplier's statutory and common law obligations and without limitation, Supplier shall indemnify and hold harmless Producer against all claims, costs, losses, damages, demands and expenses whatsoever and whether arising in contract, tort or otherwise from:-

 - any defect in the Goods whether such defect is attributable to faulty design (other than a design made, furnished or specified by Producer), materials or workmanship;
 - any infringement or alleged infringement of any copyright, patent, utility model, trade mark, registered design (and any application for registration of any of those things) or other proprietary right by use or rental of the Goods provided that where the Goods are supplied to a specification or design of Producer this indemnity shall not apply to the extent that the infringement or alleged infringement arises from such specification or design;
 - any defect in the Services performed by Supplier; and
 - any negligence or willful misconduct by Supplier.
- 10. Health and Safety at Work**

In addition to Supplier's statutory and common law obligations and without limitation, Supplier warrants and represents to Producer that:-

 - Supplier has carried out all statutory and/or regulatory testing and examination and other work necessary to eliminate any risk to health or safety resulting from use of the Goods for any purpose for which the Goods are designed or intended;
 - (without prejudice to all Producer's rights and remedies) where conditions exist in relation to the Goods or the Services under which there will or may be any risk to health or safety, Supplier shall immediately on receipt of this Order, or immediately Supplier becomes aware of such conditions after acceptance of this Order, bring such conditions to the attention of Producer in writing and shall provide free of cost adequate information about such conditions and the safeguards which are necessary to eliminate the risk;
 - where the Goods contain or consist of rotating or moving parts or where there is any risk from explosion or flying parts, Supplier shall provide, fit and bear the cost of suitable guards and/or protective devices to minimise and so far as practicable eliminate any risk to health or safety resulting from the use of the Goods for any purpose for which the Goods are designed or intended;
 - all Goods supplied by Supplier hereunder conform to all applicable regulatory requirements. Supplier shall supply to Producer within twelve (12) hours of request all test reports, batch identification, random sampling, other evidence of safety and other evidence as required by statute and regulations which relate to the manufacture and sale of the Goods before and during their manufacture; and
 - Supplier will take all precautions necessary to ensure that the Services are performed safely and without risk to persons or property and shall provide and bear the cost of all insurances necessary to indemnify and hold harmless Producer in respect of any negligence or act or omission on the part of Supplier, its employees, sub-contractors or

- 11. Advertisement**

Supplier shall not disclose this Order or its relationship with Producer to any third party or refer to it in any way in any public announcement, press release, advertisement or other form of public statement.
- 12. Confidentiality**

Supplier will not at any time disclose or make use of any of Producer's confidential information (including, but not limited to, Producer's drawings or specifications, whether patentable or not, and any information contained therein) which becomes known to Supplier as a result of this Order or discussions with Producer concerning this Order.
- 13. Producer's Property**

Supplier shall be responsible for any property of Producer which may be issued to Supplier in connection with this Order and shall indemnify and hold harmless Producer against any and all loss or damage to such property howsoever arising and whether or not resulting from any negligence or act or omission on the part of Supplier. Supplier shall clearly mark and catalogue all such property as the property of Producer and store the same on Supplier's premises and Supplier shall submit stock returns thereof as and when requested by Producer. Supplier shall insure all of such property for its full replacement value at Supplier's cost and shall return the same to Producer at such time and to such location as may be designated by Producer without charge to Producer.
- 14. Force Majeure**
 - Force Majeure Event means, in relation to any party, act, event or circumstance, the cause of which is not of such party's making nor with that party's reasonable control, including, but not limited to, war, fire, flood, foot and mouth disease, explosion, governmental action or proceeding, act of terrorism, injunction, death of a member of the English Royal Family and any official mourning period relating thereto, disruption in transportation or communications, general/nationalised labour dispute, action of elements or other acts of God.
 - Provided that the party affected acts reasonably, it will be excused from performance under this Order to the extent that it is delayed, hindered or prevented from utilising or providing the Goods and/or Services for their intended use by reason of a Force Majeure Event, provided that written notice is given to the other party as soon as practicable after the start of the Force Majeure Event.
- 15. Assignment / Sub-Contracting**

Supplier shall not assign or sub-contract the performance of this Order either wholly or partially without the prior consent in writing of Producer. Producer shall be permitted to assign its rights and benefit under this Order to any third party without restriction or need of Supplier's consent.
- 16. Special Conditions Relating to Tools, Moulds and Materials**

This Condition shall apply in respect of all tools and/or moulds and/or materials made or purchased for the manufacture of piece parts to be supplied under this and any subsequent Orders.

 - Where in connection with the Order Producer issues to Supplier tools, materials or moulds ("Producer's Materials"), the ownership of Producer's Materials shall remain with Producer.
 - Supplier undertakes at its own expense to keep all Producer's Materials in good repair and not to use them for any other customers without Producer's prior consent in writing.
 - Supplier further undertakes not to sell or dispose of or agree to dispose of any of Producer's Materials or allow to be created any lien, charge or other encumbrance over Producer's Materials.
 - For as long as any of Producer's Materials shall be in Supplier's possession, such Producer's Materials shall be clearly and permanently marked by Supplier as the property of Producer. Producer's Materials shall be at the risk of Supplier and Supplier shall be fully responsible for all obligations and liabilities in respect of such tools and their operation as though Supplier were the sole legal and beneficial owner thereof.
 - Producer (and its agents or contractors) shall have the right at any time, on giving reasonable notice, to enter upon the premises of Supplier (with or without vehicles) to inspect or make tests upon any Producer's Materials and at its discretion to take possession of and remove from the premises of Supplier any of Producer's Materials.
- 17. Copyright**

To the extent that Supplier has or acquires any rights in the copyright in the Goods or any rights in any copyright arising from the performance of the Services, Supplier hereby assigns to Producer the entire copyright and all rights of a similar nature throughout the world with full title guarantee for the full period of copyright and all renewals and extensions thereof and thereafter (insofar as permissible) in perpetuity ("the Period") (in the case of rental and lending rights, Supplier hereby grants to Producer an irrevocable worldwide royalty-free licence of such copyright and all rights of a similar nature for the Period). Producer shall have the right to exploit the Goods and/or the products of the Supplier's services (as the case may be) in all media throughout the universe without any additional payment to Supplier at Producer's complete discretion and such Goods and/or the products of the Supplier's services shall be deemed to include without limitation artwork, drawings, drafts, designs, sketches, images, illustrations, data, electronic, digitised or computerized information or files, new media, software, object code, source code, on-line elements, patents, inventions, improvements, discoveries, processes, know-how, documents, data, printed materials, notes, translations, instructions, other proprietary material, photographs, plates and film, intermediate films, film elements, final films and tools, materials and moulds referred to in Condition 16 above. Supplier hereby warrants that Supplier has the right to assign or license (as the case may be) the rights as provided for above and has obtained all necessary licences, consents and approvals from third parties in order to make such assignment or grant (as the case may be). Supplier further waives all moral rights and similar rights in respect of the Goods and/or products of the Services, and Supplier shall indemnify and hold harmless Producer in respect of any loss, damage, claim, demand or expense incurred by Producer in respect of the use of the Goods and/or the products of the Supplier's services (as the case may be). Supplier also agrees not to use or reproduce the subject matter of Producer's copyright without Producer's prior approval in writing.
- 18. Offset of Amounts Due**

Producer shall be entitled to off-set amounts due from it to Supplier with amounts due from Supplier (and/or its subsidiaries or holding company or other subsidiaries of the same holding company as such expressions are defined by Section 736 of the Companies Act 1985 or any subsequent amendment thereto) to PRODUCER (and/or its subsidiaries or holding company or other subsidiaries of the same holding company as such expressions are similarly defined).
- 19. Termination**
 - Producer reserves the right to terminate this Order with immediate effect by giving notice to the Supplier, such notice to become effective on the date of receipt. Goods in the process of manufacture or manufactured in accordance with Producer's delivery requirements may, at the option of Producer, either be completed and delivered and paid for or, alternatively, Producer may pay reasonable compensation in respect of the cost of materials and labour involved in the production of such Goods up to the time of the termination of this Order.
 - Without prejudice to any other right Producer may have, Producer shall be at liberty to terminate this Order forthwith and without redress if the Supplier:-
 - o breaches any of the terms and conditions of this Order; or
 - o becomes insolvent (that is (a) makes any voluntary arrangement with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of a solvent amalgamation or reconstruction) or anything analogous to any of those events under the law of any relevant jurisdiction occurs in relation to Supplier, (b) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of Supplier, (c) Supplier ceases (or threatens to cease) to carry on business, (d) the financial position of Supplier deteriorates to such an extent that in the opinion of Producer the capability of Supplier adequately to fulfil its obligations under this Order has been placed in jeopardy, or (e) Producer reasonably believes that any of the events set out in this Condition is about to occur in relation to Supplier).
 - Upon termination of this Order or upon Supplier's insolvency Producer shall be entitled to the immediate return of Producer's property held by Supplier pursuant to Condition 13.
- 20. Remedies**

Failure by Supplier to perform any of the obligations or to meet any of the requirements of this Order shall entitle Producer at its option either to retain or reject the Goods without prejudice to such other rights as it may have to compensation, damages and any other remedy whatsoever. Supplier agrees that in the event of any default of any of the terms hereof by Producer, Supplier's only remedy will be an action at law for damages, if any, actually suffered by Supplier and in no event shall Supplier be entitled to terminate or rescind this Order or receive injunctive or other relief, or enjoin or restrain the distribution, exhibition, advertising or other exploitation of any production incorporating the Goods or of any rights granted and assigned hereunder.
- 21. Compliance with Obligations**

Failure by Producer to insist on Supplier's compliance with any of its obligations shall not be construed as a waiver or relinquishment of Producer's rights to insist upon strict compliance with those or any other obligations at any other time.
- 22. Data Protection**
 - Supplier consents to the processing of personal data relating to Supplier's personnel ("Supplier Personnel Data"), provided by Supplier to Producer, by Producer, by Producer's personnel and by HomeBox Office, Inc], both within and outside of the European Union.
 - Supplier warrants that Supplier has obtained the consent of Supplier's personnel, or can otherwise justify the disclosure of Supplier Personnel Data to Producer in accordance with the UK Data Protection Act 1998, any other regulations or instruments relating thereto and any equivalent applicable legislation in any other country (together the "Data Protection Laws").
 - Supplier acknowledges that Supplier shall process limited business contact information regarding Producer's personnel in the capacity of data controller. Supplier warrants that Supplier and Supplier's personnel shall comply with the Data Protection Laws in relation to this processing.
 - Where Supplier acts as a data processor in processing personal data on behalf of Producer, it shall comply with all applicable laws, regulations, codes of practice, guidelines and directives in relation to such processing.
- 23. Law**

This Order shall be governed by and construed in accordance with the laws of England and Wales and Supplier agrees to submit to the non-exclusive jurisdiction of the English and Welsh courts.
- 24. Headings**

The headings of these Conditions shall not affect the construction thereof.

ADDENDUM

In the event that Supplier is required to supply its own personnel in order to carry out the Services, it is agreed between the parties that the following additional terms shall be incorporated into the Conditions:

Introduction

Supplier shall supply and use its own personnel to carry out the Services required by the Order subject to the Conditions ("Staff"). Supplier shall ensure all Staff providing the Services possess a degree of skill and experience which is appropriate to providing the Services to a first class industry standard.

Premises

Producer allows all authorised Staff access to Producer's premises and locations ("Premises") as is reasonably required for the purpose of providing the Services. Authorisation procedures will be agreed between Producer and Supplier from time to time. Supplier shall use such rights of access for the purpose of providing the Services only. Supplier's right of access will terminate upon termination of these Conditions.

Supplier will do nothing, and ensure that all Staff do nothing, which might directly or indirectly cause any breach of the terms of any lease or other terms under which Producer is entitled to occupy the Premises and Supplier shall indemnify the Customer against all costs, claims, damages and expenses arising from any such breach.

Access to the Premises will be subject to Supplier's compliance with the clause above and all Staff complying with any of the Producer's policies notified to them. Producer reserves the right to exclude any person from the Premises in the event of an actual or threatened breach of the clause above or such policies.

To the extent permitted by law, Producer hereby excludes any liability for any injury to Staff entering the Premises or for any loss or damage caused to property brought onto the Premises by Supplier or its Staff.

Supplier hereby indemnifies Producer against all and any damage to the Premises and their contents caused by any of its Staff.

Instructions and Policies

Supplier shall, and shall procure that each member of Staff:

- acts in accordance with the reasonable directions of Producer and its authorised representatives when providing the Services;
- familiarises it, him/herself and complies fully with all of Producer's policies and procedures notified to it or them by Producer or any of its authorised representatives;
- does not have any unspent convictions for sexual offences pursuant to the Sexual Offences Act 2003 or otherwise; and
- complies with all applicable laws.

Supplier shall keep confidential and shall not (and shall procure that each member of Staff keeps confidential and shall not), at any time, disclose, publish, or otherwise disseminate, to the public or to any third party without Producer's prior written consent any information, photographs, news articles or publicity of any kind relating directly or indirectly to the production entitled "Game of Thrones" (the "Production"), the services rendered by any member of Staff or any third party in connection with the Production, or Producer's affairs generally in any manner whatsoever, whether to a single or multiple recipient(s) or onto the internet or by means of other technologies, including without limitation all social media and social networking websites such as Twitter and Facebook, blogs, multimedia messaging (e.g., SMS, MMS, email and other technologies), and the like. Without limiting the generality of the foregoing, Supplier shall not (and shall procure that no member of Staff shall not) take any unauthorised photographs, audio or video recordings nor give to any third party any information, photographs or other items or material coming into their possession or control by reason of Supplier's engagement hereunder.

Rights

Supplier (on behalf of itself and each member of Staff) irrevocably and unconditionally assigns to Producer free of all third party rights, claims and encumbrances and, without prejudice to the foregoing, with full title guarantee and where the assignment is of copyright by way of assignment of present and future copyright, all of Supplier's and/or each member of Staff's right, title and interest of whatsoever nature (whether now or hereafter known or created and whether vested or contingent) in and to the entire copyright in the products of the Supplier's services which shall include (without limitation) artwork, drawings, drafts, designs, sketches, images, illustrations, data, electronic, digitised or computerized information or files, new media, software, object code, source code, on-line elements, patents, inventions, improvements, discoveries, processes, know-how, documents, data, printed materials, notes, translations, instructions, other proprietary material, photographs, plates and film, intermediate films, film elements, final films and tools, materials and moulds referred to in Condition 16 above ("Products") (including all rights in the nature of copyright and all neighbouring rights relating to such Products) for Producer to hold the same absolutely, throughout the universe, for the full period of such rights wherever subsisting or acquired and all renewals, reversions, revivals and extensions of such rights and thereafter (insofar as is or may become possible) in perpetuity.

Supplier (on behalf of itself and each member of Staff) irrevocably and unconditionally waives in perpetuity, in connection with the Works, the benefits of any provision of law known as moral rights or "droit moral" or any similar rights whether now existing or hereafter conferred under the laws of any jurisdiction. As a separate undertaking, Supplier (on behalf of itself and each member of Staff) agrees not to take any legal action in any jurisdiction on the ground that the Production (or any version of such Production) or the use of the Products in any way constitutes an infringement of any such rights.

Supplier (on behalf of itself and all members of Staff) irrevocably grants to Producer the right to use each member of Staff's name, voice and likeness in any and all media (whether now or hereafter known or created) throughout the universe in perpetuity in connection with promoting and exploiting the Production and all subsidiary and ancillary rights relating to the Production (including any products, merchandise, "behind-the-scenes" or "bonus" or other material relating to the Production) and Supplier (on behalf of itself and all members of Staff) irrevocably and unconditionally grants to Producer all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Producer to make fullest use of such right.

Supplier hereby warrants that Supplier has the right to assign or license (as the case may be) the rights as provided for above and has obtained all necessary licences, consents and approvals from third parties in order to make such assignment or grant (as the case may be). Supplier shall indemnify and hold harmless Producer in respect of any loss, damage, claim, demand or expense incurred by Producer in respect of the use of the Goods and/or the products of the Supplier's services (as the case may be). Supplier also agrees not to use or reproduce the subject matter of Producer's copyright without Producer's prior approval in writing.

Status of Staff

Nothing in these conditions shall render Supplier or any of the Staff an employee, agent or partner of Producer and Supplier shall not and shall procure that none of the Staff shall hold himself/herself out as such.

Supplier shall be responsible for submitting to HMRC any income tax and National Insurance contributions payable in respect of any fees or remuneration received by Supplier or paid to any of the Staff in respect of the provision of the Services.

Insurance

Supplier shall maintain in force (and keep payment of all premiums up to date) at all times when providing the Services the following insurance policies:

- Public Liability Insurance Policy - limit £5 million per claim;
- Employers' Liability Insurance Policy – limit £10 million per claim; and
- Professional Indemnity Insurance Policy - limit £5 million per claim,

and shall, at Producer's request, ensure that Producer's interest has been recorded on the policies and shall provide Producer with evidence of the same.

Supplier shall, during the term of these Conditions, and for a period of one year thereafter:

- administer the insurance policies and Supplier's relationship with its insurers at all times to preserve the benefits for Producer set out in these Conditions;
- do nothing to invalidate any such insurance policy or to prejudice Producer's entitlement thereunder; and
- procure that the terms of such policies shall not be altered in such a way as to diminish the benefit to Producer of the policies.

Warranties

Supplier represents, warrants and undertakes that: (a) it is entitled to enter into these Conditions (and give all assurances, confirmations, waivers and agreements set out in them); (b) it shall not (and shall procure that any member of Staff shall not) engage any person to serve in any capacity or incur any charge, expense, liability or obligation on behalf of Producer or order goods or pledge Producer's credit without the prior consent of Producer; (c) it shall procure that each member of Staff will comply with all of Producer's policies and procedures as notified to them; (d) each member of Staff is engaged by Supplier has a contract which includes: (i) a valid assignment of all rights covered by the "Rights" clause above and a valid waiver of all moral rights in such rights; (ii) confirmation of their consent for Producer to use their name, voice and likeness as outlined in the "Rights" clause above; and (iii) confirmation that they waive any right to seek any injunctive or other relief, or enjoin or restrain the distribution, exhibition, advertising or other exploitation of the Production.

Liability

Supplier's and any member of Staff's personal property and any equipment that Supplier or any member of Staff provides in connection with the performance of the Services remains the Supplier's or the relevant individual's responsibility at all times.

Producer accepts no liability for loss of or damage to any item of such personal property or equipment.

Supplier agrees to indemnify and keep Producer indemnified, from and against all losses, liabilities, expenses and costs (including reasonable legal costs) arising out of:-

- any breach by Supplier of any of its obligations under these Conditions including any negligent or reckless act, omission or default in the provision of the Services;
- any liability to account for income tax or National Insurance contributions in respect of any fees paid to Supplier pursuant to these Conditions or any remuneration paid to any member of Staff (save to the extent that such recovery is prohibited by law);
- any employment-related claim or any claim based on employee or worker status brought by any member of Staff against Producer in connection with the provision of the Services;
- any claim by Supplier or any member of Staff that it or he/she has any rights or claim against Producer as a result of the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any equivalent legislation implementing the Acquired Rights Directive (2001/23/EC) in Northern Ireland; and
- any claim by Supplier or any member of Staff that Producer is in breach of any of its obligations under the Agency Worker Regulations 2010 or any equivalent legislation implementing the Temporary and Agency Workers Directive (2008/104/EC) in Northern Ireland.
- any negligence of wilful misconduct of Supplier or any member of Staff.