

DRAMED LIMITED (“DramEd Events”)

EVENT TERMS AND CONDITIONS FOR SUPPLIERS

These are the Events Terms and Conditions of DramEd Limited, a company registered in England and Wales with registration number: 07242965, whose registered office is Dalton House, Windsor Avenue, London, sw19 2rr (DramEd Events).

1 Application of these conditions

1.1 These Conditions apply to and form part of the Contract between the Supplier and DramEd Events. They supersede any previously issued terms and conditions of purchase or supply.

1.2 These Conditions use various capitalised or defined terms. Please refer to the end of these Conditions to see the definitions.

1.3 No terms or conditions endorsed on, delivered with, or contained in the Supplier’s quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that DramEd Events otherwise agrees in writing.

1.4 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing by DramEd Events.

1.5 Each Order by DramEd Events to the Supplier shall be an offer to purchase Services subject to these Conditions.

1.6 An Order may be withdrawn or amended by DramEd Events at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify DramEd Events promptly.

1.7 Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier.

2 Responsibilities

2.1 The Supplier shall perform the Services in conformity with the Order and these Conditions.

2.2 The Supplier shall:

2.2.1 comply with DramEd Events’s written requirements including those contained in the Supplier Performance Policy set out in the Schedule (if any);

2.2.2 supply the Services with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and

2.2.3 meet all requirements specified by DramEd Events in the Order.

2.3 The Supplier is responsible for Supplier Personnel including but not limited to the following:

2.3.1 Remuneration of Supplier Personnel;

2.3.2 ensuring that Supplier Personnel behave in accordance with the Supplier Performance Policy.

3 Price

3.1 The price for the Services shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges as notified to DramEd Events before the date the Order is made (Price). No increase in the Price may be made after the Order is placed.

4 Payment

4.1 The Supplier shall invoice DramEd Events no sooner than completion of performance of the Services.

4.2 DramEd Events shall pay each validly submitted invoice of the Supplier within 30 days following the end of the calendar month of receipt.

4.3 VAT shall be charged by the Supplier and paid by DramEd Events on receipt of a valid VAT invoice.

5 Cancellation

5.1 DramEd Events has the right to cancel the Order for the Services or for any part of the Services which have not yet been performed.

5.2 In relation to any Order cancelled or part-cancelled under clause 5.1, DramEd Events shall pay the Supplier in accordance with the below in respect of any Services:

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| If cancelled more than one month before the Event: | 0% of the Price |
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| If cancelled less than one month before the Event a reasonable amount but in any event not more than: | 50% of the Price |
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6 Alternative Artists/Performers

6.1 In the event the Supplier is unable to perform the Services due to the unavailability of an artist or performer or other person or act necessary for the supply of the Services, the Supplier shall inform DramEd Events immediately and, if required by DramEd Events, shall use its best endeavours to offer a suitable alternative.

6.2 DramEd Events is not obliged to accept any alternative proposal by the Supplier and may at its sole discretion terminate this Contract under clause 15.1.1. Any fees or deposit paid shall be returned to DramEd Events without any set off.

7 Images

7.1 DramEd Events is the organiser and controller of the Event and is the owner and creator of all the Intellectual Property Rights in regard to the conception, design and audio-visual material of the Event.

7.2 The Supplier shall not photograph, audio record or video record at the Event venue or copy any element of the Event without the prior written authority of DramEd Events.

7.3 The Supplier consents to capture any audio-visual material of the Supplier or Supplier Personnel by DramEd Events and agrees to release all relevant image rights.

8 Non-solicitation

8.1 In order to protect the legitimate business interests of DramEd Events, during the Restricted Period the Supplier shall not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

8.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Client with a view to providing services to the Restricted Client without the prior written consent of DramEd Events; or

8.1.2 interact with, connect or tag any Restricted Client on any form of social media.

8.2 The Supplier recognises and confirms that the identity or requirements of a Restricted Client is important know-how and IPR of DramEd Events and confirms that each of the restrictions set out in clause 8.1 is reasonable and necessary for the protection of DramEd Events's legitimate interests.

9 Anti-bribery

9.1 For the purposes of this clause 9 the expressions adequate procedures and associated with shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

9.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

9.2.1 all of that party's personnel;

9.2.2 all others associated with that party; and

9.2.3 all of that party's subcontractors;

involved in performing the Contract so comply.

9.3 Without limitation to clause 9.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

9.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 9.

10 Indemnity and insurance

10.1 The Supplier shall indemnify, and keep indemnified, DramEd Events from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by DramEd Events as a result of or in connection with the Supplier's breach of any of the Supplier's obligations under the Contract.

10.2 The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom insuring the Services and any of DramEd Events's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to DramEd Events, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms applicable.

11 Intellectual property rights

11.1 All specifications provided by DramEd Events and all Intellectual Property Rights in the Services or an Event made or performed in accordance with such specifications are the property of DramEd Events and remain at all times the property of DramEd Events and such specifications may only be used by the Supplier as necessary to perform the Contract.

11.2 The Supplier assigns (or shall procure the assignment) to DramEd Events absolutely, with full title guarantee, all right, title and interest in any Intellectual Property Rights created by the Supplier as part of delivery of the Services to DramEd Events, and the Supplier shall do all such things and sign all documents necessary in DramEd Events's opinion to so vest all such Intellectual Property Rights in DramEd Events. The Supplier shall also at DramEd Events's request waive or procure a waiver of applicable moral rights.

11.3 The Supplier confirms to DramEd Events that it either owns or has the right to assign to DramEd Events all rights in any Intellectual Property Rights of any Sub-Processor or Supplier Personnel in connection with the Services and assigns (or shall procure the assignment) of any such Intellectual Property Rights to DramEd Events absolutely

11.4 The Supplier shall indemnify DramEd Events from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by DramEd Events as a result of or in connection with any action, demand or claim that use or possession of any of the Intellectual Property Rights, infringes the Intellectual Property Rights of any third party (a Supplier IPR Claim), provided that the Supplier shall have no such liability if DramEd Events:

11.4.1 does not notify the Supplier in writing setting out details of any Supplier IPR Claim of which it has notice;

11.4.2 makes any admission of liability or agrees any settlement or compromise of the relevant Supplier IPR Claim without the prior written consent of the Supplier (which shall not be unreasonably withheld or delayed); or

11.4.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the Supplier IPR Claim.

11.5 If any Supplier IPR Claim is made or is reasonably likely to be made against DramEd Events, the Supplier shall promptly and at its own expense either:

11.5.1 procure for DramEd Events the right to continue using and possessing the relevant Intellectual Property Rights; or

11.5.2 modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,

provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by DramEd Events in respect of the affected Intellectual Property Rights.

12 Confidentiality and announcements

12.1 The Supplier shall keep confidential all Confidential Information of DramEd Events and shall only use Confidential Information as required to perform the Contract. The provisions of this clause shall not apply to:

12.1.1 subject to clause 12.4, any information which was in the public domain at the date of the Contract;

12.1.2 subject to clause 12.4, any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

12.1.3 subject to clause 12.4, any information which is independently developed by the Supplier without using information supplied by DramEd Events; or

12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

12.2 This clause shall remain in force for a period of *five* years from the date of the Contract and, if longer, *three* years after termination of the Contract.

12.3 Subject to clause 12.4, the Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

12.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with the provisions of clause 13.

13 Processing of personal data

13.1 The parties agree that DramEd Events is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Contract.

13.2 Each party shall comply with its respective obligations and may exercise its respective rights in accordance with Data Protection Laws.

13.3 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the *United Kingdom* without the prior written consent of DramEd Events (which may be refused or granted subject to such conditions as DramEd Events deems necessary).

13.4 This clause 13 shall survive termination or expiry of this Contract for any reason.

13.5 The Supplier shall perform all its obligations under this clause 13 at no cost to DramEd Events.

14 Force majeure

14.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:

14.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and

14.1.2 uses best endeavours to minimise the effects of that event.

14.2 If, due to Force Majeure, a party:

14.2.1 is or shall be unable to perform a material obligation; or

14.2.2 is delayed in or prevented from performing its obligations for a continuous period which materially affects its ability to perform the Services satisfactorily or at all;

the other party may, within 30 days, terminate the Contract on immediate notice.

15 Termination

15.1 DramEd Events may terminate the Contract or any other contract which it has with the Supplier at any time by giving notice in writing to the Supplier if:

15.1.1 the Supplier notifies DramEd Events that it is unable to provide the Services;

15.1.2 the Supplier commits a material breach of the Contract and such breach is not remediable;

15.1.3 the Supplier commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach; or

15.1.4 the Supplier commits repeated breaches of the Contract not limited to poor performance or repeated breaches of the Supplier Performance Policy.

15.2 DramEd Events may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier passes a resolution for its winding up, has a petition presented to any court for its winding up, convenes a meeting of its creditors, is unable to pay its debts or, (being an individual) is made bankrupt, or ceases trading.

15.3 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle DramEd Events to terminate the Contract under this clause 15, it shall immediately notify DramEd Events in writing.

15.4 Any payments made by DramEd Events under this Contract where the Service has not been performed or the Contract has been terminated under this clause 15 shall be returned to DramEd Events promptly.

15.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of DramEd Events at any time up to the date of termination.

16 Notices

16.1 Any notice or other communication given by a party under these Conditions shall:

16.1.1 be in writing and in English;

16.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

16.1.3 be sent to the relevant party at the address set out in the Contract

16.2 Notices may be given, and are deemed received:

16.2.1 by hand: on receipt of a signature at the time of delivery; and

16.2.2 by *Royal Mail Recorded Signed For* post: at 9.00 am on the *second* Business Day after posting.

16.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 16.1 and shall be effective:

16.3.1 on the date specified in the notice as being the date of such change; or

16.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

16.4 All references to time are to the local time at the place of deemed receipt.

16.5 This clause does not apply to notices given in legal proceedings or arbitration.

16.6 A notice given under these Conditions is not validly served if sent by email.

17 Entire agreement

17.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

17.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or

warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

17.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

18 Assignment

18.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without DramEd Events's prior written consent, which it may withhold or delay at its absolute discretion.

19 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

20 Severance

20.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

20.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

21 Waiver

21.1 No failure, delay or omission by DramEd Events in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

21.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by DramEd Events shall prevent any future exercise of it or the exercise of any other right, power or remedy by DramEd Events.

21.3 A waiver of any term, provision, condition or breach of the Contract by DramEd Events shall only be effective if given in writing and signed by DramEd Events, and then only in the instance and for the purpose for which it is given.

22 Compliance with law

The Supplier shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required to perform its obligations under or in connection with the Contract. The Supplier shall not be liable for any breach of this clause 22 to the extent that such breach is directly caused or contributed to by any breach of this Contract by DramEd Events (or its employees, agents and representatives).

23 Third party rights

23.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

24 Governing law

The Contract and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

25 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

26 Definitions and interpretation

26.1 In these Conditions the following definitions apply:

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| Bribery Laws | means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation; |
| Business Day | means a day other than a Saturday, Sunday or bank or public holiday <i>in England</i> ; |
| Client | a client of DramEd Events; |
| Client Contract | a contract between DramEd Events and a Client for the provision of an Event; |
| Conditions | means DramEd Events's terms and conditions of purchase set out in this document; |
| Confidential Information | means any commercial, financial or technical information, including but not limited to information relating to the Services, the identity of Clients or potential clients, DramEd Events's plans, know-how or trade secrets which are obviously confidential or which have been identified as such, or which are developed by DramEd Events under or otherwise pursuant to the Contract; |

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| Contract | means the agreement between the Supplier and DramEd Events for the sale and purchase of the Services incorporating these Conditions and the Order; |
| Controller | shall have the meaning given to it in the GDPR; |
| Data Protection Laws | means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: the GDPR; the Data Protection Act 2018; any laws which implement any such laws; any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Laws relating to such Data Protection Laws (in each case whether or not legally binding); |
| Event | means any event, exhibit or conference organised or managed by DramEd Events for its Client; |
| Force Majeure | means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers' workforce; |
| GDPR | means the General Data Protection Regulation, Regulation (EU) 2016/679; |
| DramEd Events | means DramEd Limited, a company registered in England and Wales with registration number: 07242965, whose registered office is Dalton House, Windsor Avenue, London, sw19 2rr (DramEd Events). |
| Intellectual Property Rights (IPR) | means copyright, including moral rights and performers rights, rights in inventions, rights in confidential information knowhow and trade secrets, service marks, trade marks and design rights, database rights, domain names, business names, patents and computer software; |
| Order | means DramEd Events's order for the Services as set out; |
| Personal Data | shall have the meaning given in the applicable Data Protection Laws; |

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| Price | has the meaning given in clause 3.1; |
| processing | has the meaning given in applicable Data Protection Laws (and related expressions, including process, processing, processed, and processes shall be construed accordingly); |
| Processor | shall have the meaning given in applicable Data Protection Laws; |
| Protected Data | means Personal Data received from or on behalf of DramEd Events, or otherwise obtained in connection with the performance of the Supplier's obligations under this Contract; |
| Relevant Period | the period of 12 months immediately preceding any Client Contract formed between DramEd Events where the Client is a Restricted Client or if no Client Contract was concluded the 12 months immediately preceding the end of any negotiations between DramEd Events and a Restricted Client; |
| Restricted Client | means any person, firm, company or other undertaking who was provided with services by DramEd Events under a Client Contract which involved services provided by the Supplier, or who was in discussions with DramEd Events with the view of receiving services involving the services of the Supplier, at any time during the Relevant Period; |
| Restricted Period | means the term of the agreement months after its completion, expiry or termination; |
| Services | means the services set out in the Order and to be supplied by the Supplier to DramEd Events; |
| Specification | means the description or specification of the Services set out or referred to in the Order; and |
| Sub-Processor | means any agent, subcontractor or other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data; |
| Supplier | means the person who sells the Services to DramEd Events and whose details are set out in the Order; |
| Supplier IPR Claim | has the meaning given in clause 11.4; |
| Supplier Personnel | means all employees, officers, staff, other workers, agents and consultants of the Supplier and any of their sub-contractors who are engaged in the performance of the Services; and |
| VAT | means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services. |

SCHEDULE 1

DramEd Limited

Supplier Performance Policy

Before any event the Suppliers must ensure they comply with the following:-

- Supplier Personnel have the appropriate credentials and qualifications to perform the Services to a professional standard and evidence of any qualifications is supplied to DramEd Events where requested.
- Supplier Personnel and performances comply and are consistent with video, photographic and other evidence of performance appearance standards supplied to DramEd Events prior to the Event.
- All Supplier Personnel that appear are dressed and perform in a satisfactory and professional manner.
- All relevant Supplier Personnel are contactable by DramEd Events at all times on the day of the Event.
- Any replacement staff offered are agreed by DramEd Events and perform in all respects to the same standards as the original performer.
- All Supplier Personnel must have legal authority and permission to work in the UK and provide documentation proving this if requested by DramEd Events.
- Any Supplier Personnel must have appropriate travel insurance and visa authority for work in or travel to any other country outside the UK where an Event is being held.
- The Supplier is solely responsible for all third party and professional and public liability insurance for all the Supplier's activities and all Supplier Personnel provided by the Supplier pursuant to the Services.
- The Supplier is responsible for ensuring that all the Supplier's Personnel are fit to work and if travelling outside the UK have arranged for such Supplier Personnel to receive appropriate vaccinations or inoculations for the country where the Services are to be performed.
- The Supplier shall make sure that Supplier Personnel at all times behaves professionally and appropriately in their dealings with the Client including not discussing their pay or terms of employment with the Client.