TERMS OF ENGAGEMENT

Each of JPE's clients are contracted pursuant to an Agreement which comprises an Engagement Letter, a Scope of Work and these Terms of Engagement. Therefore, these Terms of Engagement should be read in conjunction with each client's applicable Engagement Letter and Scope of Work.

Where there is any conflict between the applicable Engagement Letter, Scope of Work and these Terms of Engagement, the prevailing order of such documents shall be: (i) the Scope of Work; (ii) the Engagement Letter; and (iii) these Terms of Engagement.

AGREED TERMS: -

1. Definitions and Interpretation

1.1. The following definitions and rules of interpretation shall apply to the Agreement:

Additional Scope of Work: has the meaning given in Clause 3.4.

Applicable Laws: means all applicable laws, statutes, regulations, government policies, enactments or instruments which may from time to time be in force in any country in which any of the Services are provided.

Client Personnel: has the meaning given in Clause 6.4.

Commencement Date: means the date upon which the Agreement is executed by the Client or, if no executed copy of the Agreement has been provided by the Client to JPE, the date of the Client's Engagement Letter.

Costs: means any costs incurred by JPE on the Client's behalf in connection with the Event (including any costs relating to the Consultation, invite preparation, Venue hire and dressing, equipment hire and the engagement / administration of any relevant Suppliers), together with all out-of-pocket costs and disbursements incurred by or on behalf of JPE or its staff in relation to the provision of the Services as well as any Overseas Costs.

Event Date: means the calendar date on which the Event is scheduled to occur (as expressly stated in the Scope of Work), or such other date agreed in writing between the Parties.

Event Manager: means any JPE staff member engaged as an Event Manager and involved in the provision of the Services.

Force Majeure Event: means any cause preventing either Party from performing any or all of its obligations and which arises from or is attributable to, acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including acts of God, acts of any governmental or supra-national authority, war or national emergency, acts of terrorism, riots, civil commotion, fire, explosion, pandemic or epidemic.

Group Company: means JPE and any subsidiary or holding company from time to time of JPE, and any subsidiary from time to time of a holding company of that company.

JPE Suppliers: has the meaning given in Clause 6.1.

Parties: means JPE and the Client (with each of them being a "**Party**").

Suppliers: means any third-party supplier, vendor, contractor, sub-contractor, or service provider engaged to provide goods or services in relation to the Event (other than, for the avoidance of doubt, JPE).

Term: has the meaning given in Clause 2.1.

1.2. Capitalised terms used but not defined in these Terms of Engagement shall have the meanings set out in the Engagement Letter or Scope of Work (as applicable).

1.3. A reference to a **Party** shall include that Party's successors and permitted assigns.

1.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a)

another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

1.7. A reference to **writing** or **written** includes email (but not fax) and the sending or supply of notices via email.

1.8. Any words following the terms **including**, **include**, **in particular**, **for example / e.g.,** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.9. Unless expressly stated otherwise, any reference to a **Clause** shall be a reference to a clause of these Terms of Engagement.

1.10. Clause headings are used for convenience only and shall not affect the interpretation or construction of this Agreement.

1.11. Any obligation on a Party not to do something includes an obligation not to agree or allow that thing to be done.

1.12. For the avoidance of doubt, unless expressly stated otherwise, any reference to '**we'**, '**us'** and '**our'** in these Terms of Engagement shall be a reference to JPE, whilst any reference to '**you'** shall be a reference to the relevant Client.

2. Term

2.1. This Agreement shall commence or be deemed to have commenced (as applicable) on the Commencement Date and shall continue in full force and effect until the day after the date of completion of the Event, whereupon it shall automatically terminate without notice, unless it is terminated earlier in accordance with the provisions of this Agreement (the "**Term**").

3. Services and Instructions

3.1. In consideration for payment of the Fee and any Costs by the Client, JPE shall use its reasonable endeavours to perform the Services in accordance with the terms of this Agreement.

3.2. All instructions from the Client to JPE must be confirmed in writing. JPE will not accept responsibility for any misunderstanding arising through orders or instructions received orally.

3.3. We shall be entitled to act on the instructions of the Client's apparently authorised advisers or agents (including professional advisers) and to rely upon any information supplied to us by such persons. We shall assume no responsibility for any failure by the Client (or any of the Client's apparently authorised advisers or agents) to advise or comment on any matter or for any negligent advice given by such persons.

3.4. If the Client wishes for JPE to assist on any matter not detailed within the Scope of Work, or if the nature or specifications for the Event changes during the course of our engagement (e.g. the Event is held on dates in addition to the Event Date), the extent of JPE's involvement and assistance shall be agreed with the Client separately, with both Parties acting in good faith to agree an Additional Scope of Work ("**Additional Scope of Work**") and/or the additional fees due to JPE. Any such Additional Scope of Work will incorporate and be governed by the same terms as those which applied to the Scope of Work and form part of this Agreement.

4. Payments

4.1. The Client shall pay JPE the Fee (including the Deposit), any Contingency, any Costs and any Cancellation Charges promptly and in accordance with the terms of this Agreement.

4.2. JPE shall provide the Client with an invoice in respect of any amounts due to it under this Agreement.

4.3. The Client shall pay all amounts due under this Agreement on the later of: (i) the relevant payment dates (if the same are set out in the Scope of Work); or (ii) within seven (7) days of the date of receipt of the relevant invoice for such amounts.

4.4. All payments shall be made by the Client to JPE to the account details provided by JPE on each invoice or as otherwise notified to the Client separately in writing from time to time.

4.5. All sums payable to JPE by the Client under this Agreement shall be paid in GB pound sterling, or any other currency specified in the Scope of Work.

4.6. All sums payable under this Agreement are stated as exclusive of Value Added Tax ("**VAT**") (at the prevailing rate) or other applicable sales tax. To the extent VAT is payable on amounts payable under this Agreement, the Client shall pay such VAT following receipt of a valid invoice from JPE.

4.7. Interest at 5% per annum over the base rate of Coutts Bank, compounded daily shall apply to

payments which are overdue by more than seven (7) days, and we may be entitled to charge or be awarded higher interest if we take debt recovery action in relation to such overdue payments.

4.8. In agreeing the level of the Fee, we have assumed that the Client will co-operate and act reasonably and promptly at all times in relation to the organisation of the Event. If that assumption proves incorrect, we reserve the right to increase our Fee by such amount as we should so determine in our sole discretion acting reasonably (taking into account the original amount of the Fee, any Costs and any other relevant matters), and the Client hereby agrees to pay to JPE any such increased Fee.

4.9. JPE may, at its sole discretion and without notice, without limiting any other rights or remedies it may have, set off any amounts which are due to it under this Agreement (including the Fee, any Costs and any Cancellation Charges) against the Deposit or the Contingency or any amounts payable by JPE to the Client under this Agreement.

5. Warranties, Undertakings and Obligations

5.1. Each Party warrants and undertakes to the other Party that as at the Commencement Date it has, and shall retain throughout the Term, full right, title and authority to enter into this Agreement and accept and perform the obligations imposed on it hereunder and, where applicable, the signatories who have executed this Agreement on each Party's behalf were duly authorised to execute it and, in the case of the Client, is authorised to provide instructions to JPE in respect of the Event.

5.2. The Client hereby irrevocably and unconditionally warrants and undertakes to JPE that:

a) the Client shall co-operate with JPE in respect of the Services;

b) the Client shall obtain and maintain all necessary licences, permissions and consents which may be required for the provision of the Services before the date on which the Services are commenced;

c) if so applicable, the Client shall keep all materials, equipment, documents and other property of JPE ("**JPE Materials**") at the Client's premises in safe custody at its own risk, maintain the JPE Materials in good condition until returned to JPE, and not dispose of or use the JPE Materials other than in accordance with JPE's written instructions;

d) the Client shall provide or procure for JPE all such information, items, equipment, materials and accesses as JPE may reasonably require in order to supply the Services, and ensure that any information provided is complete and accurate in all material respects; and

e) the Client has complied, and will comply at all times after the Commencement Date, with all Applicable Laws and regulations.

6. Suppliers and Client Personnel

6.1. Unless otherwise directed in writing by the Client, JPE shall be entitled, at its sole discretion and without prior approval from the Client, to engage any Suppliers in relation to the Event or the provision of any of the Services (with such Suppliers hereinafter being referred to as "**JPE Suppliers**"). JPE may act as an agent on behalf of the Client when engaging and/or dealing with any JPE Suppliers and shall remain the primary point of contact for the Client in relation to such JPE Suppliers.

6.2. Unless otherwise agreed in writing, all costs associated with any Suppliers shall be paid by the Client directly to such Suppliers, including, for the avoidance of doubt, any JPE Suppliers.

6.3. The Client acknowledges and agrees that all Suppliers operate independently and agrees that JPE shall not be liable for:

a) any Supplier acts, omissions, defaults, performance failures, delays, or breaches of contract (or any losses incurred by the Client in relation to the same); or

b) any defects in any Supplier goods or services.

For the avoidance of doubt, this Clause 6.3 shall also apply to any JPE Suppliers.

6.4. Without prejudice to Clause 6.3, work carried out by your employees, officers, agents, advisers or other professionals engaged by you in relation to the Event ("**Client Personnel**") will not be our responsibility.

7. Relationship between the Parties

7.1. Our relationship with you shall be as a non-exclusive independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, cooperation, or employer-employee relationship, and we shall not indicate or imply any such relationship in our promotional materials.

7.2. Except where expressly stated otherwise herein, we acknowledge that we are not an agent of the Client and are not authorised to make any representation, warranties, contract, commitment, or any action on behalf of the Client (unless so approved).

8. Publicity

8.1. We may wish, with your consent, to seek publicity concerning our involvement with you. You will have the opportunity to review any proposed publicity material prior to its release.

9. Termination

9.1. Either Party ("**Initiating Party**") may terminate this Agreement with immediate effect by written notice to the other Party ("**Breaching Party**") after the occurrence of any of the following events (or any event analogous to any of the following) in relation to the Breaching Party:

a) the Breaching Party being in breach of a material obligation under this Agreement and, if the breach is capable of remedy, failing to remedy such breach within fourteen (14) days of receipt of written notice of the same from the Initiating Party;

b) the Breaching Party enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them;

c) the Breaching Party passes a resolution or makes a determination for it to be wound up (without a declaration of solvency/except for the purposes of amalgamation or reconstruction);

d) the Breaching Party has a winding-up order or bankruptcy order made against it; or

e) the Breaching Party has appointed to it an administrator or administrative receiver.

9.2. In addition and without prejudice to our rights under Clause 9.1, in our sole discretion, JPE may either immediately: i) suspend performance of any of its obligations under this Agreement (including any delivery of the whole or part of the Services); or ii) terminate this Agreement, in each case upon written notice to the Client (with no penalty or any further liability to the Client) in the event that the Client fails to make payment of the whole or part of the Fee or any Costs on the due date(s) specified in this Agreement and/or any invoice raised in accordance with this Agreement. The effective date of any such suspension or termination shall be as specified in the relevant notice given by JPE.

9.3. In the Event that this Agreement is terminated for any reason, the Client must promptly pay JPE any and all outstanding sums due to JPE up to the date of such termination (including the Fee, any Costs and any Cancellation Charges (if so applicable)).

9.4. In the Event that the Client terminates this Agreement, in addition to JPE's right to retain the Deposit and charge the Client for any Costs and/or Cancellation Charges, JPE reserves the right to also claim by way of damages for breach of contract, such sums as shall represent its losses including but not limited to such sums as shall represent JPE's loss of profit together with all irrecoverable costs and expenses incurred or committed by JPE to a JPE Supplier, the Venue host or any other third-party.

9.5. Upon termination of this Agreement all rights and obligations of the Parties shall cease to have effect immediately except that termination shall not affect accrued rights and obligations of the Parties under this Agreement at the date of termination or any express obligations in this Agreement of a continuing nature including, without limitation, the Client's obligation to pay any amounts due to JPE under this Agreement, **Clause 5** (Warranties, Undertakings and Obligations), **Clause 10** (Indemnity and Loss/Damage), **Clause 11** (Limitation of Liability), **Clause 13** (Intellectual Property), **Clause 15** (Confidentiality) and **Clause 17** (Governing law and jurisdiction).

10. Indemnity

10.1. The Client agrees to indemnify, defend, and hold harmless JPE, its Group Companies and any JPE Suppliers and each of their respective officers, employees and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees)

arising out of or in connection with:

a) any breach of this Agreement by the Client;

b) any negligent act or omission of the Client, Client Personnel or the Event guests or invitees;

c) any damage to property or injury to persons occurring at the Event, except to the extent caused directly by the negligence or willful misconduct of JPE, any Group Company or any JPE Supplier.

11. Limitation of Liability

11.1. Subject to Clause 11.3, JPE shall not be liable for (i) any claim the Client may have for loss of publicity or chance to enhance the Client's reputation; or (ii) any loss or damage which is indirect or consequential nor for any direct or indirect loss of business or profit howsoever arising (including in negligence) in relation to this Agreement.

11.2. Subject to Clause 11.3, the total aggregate liability of JPE under or in connection with this Agreement shall not exceed the total aggregate amount of the Fee (exc. VAT) actually paid by the Client and received by JPE pursuant to this Agreement, as at the date at which such liability arises. JPE's maximum aggregate liability shall also be further limited or reduced by any proportion of the Fee which may have been paid by JPE to any Supplier in relation to the Event.

11.3. Clauses 11.1 and 11.2 above shall not apply to loss or damage arising out of or in connection with loss or damage for which liability cannot be limited or excluded by law.

11.4. This Agreement is solely with JPE operating as a limited liability company and therefore, for the avoidance of doubt and subject to Clause 11.3, none of JPE's directors, shareholders, officers, employees or agents shall have any personal liability to the Client under any circumstance.

12. Insurance

12.1. We maintain Professional Indemnity insurance cover and Public and Products Liability insurance cover. However, this may not extend to provide full coverage in respect of our Services (and any liability which arises through the provision of such Services). Accordingly, you should put in place your own insurance policies, including but not limited to Public Liability Insurance and Event Cancellation Insurance, to the extent that you wish to have insurance cover in respect of the subject matter of our Services and the Event.

13. Intellectual Property

13.1. We retain all copyright and other intellectual property rights in everything developed or prepared by us either before or during the course of our engagement by you including all reports, letters, documents, precedents, written correspondence or other materials we provide to you in relation to the Services.

14. Force Majeure

14.1. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (except for any payment obligations) if such failure or delay is due to a Force Majeure Event.

14.2. In such circumstances, the affected Party shall: (i) inform the other Party in writing, as soon as reasonably practicable of the impact of the Force Majeure Event; and (ii) use reasonable endeavours to mitigate the effects of the Force Majeure Event.

14.3. If the Force Majure Event results in the Event not being held on the Event Date, or it becomes reasonably apparent to both Parties that such circumstances will occur, the Parties shall cooperate and act reasonably to reschedule the Event for an alternative date.

14.4. If an alternative Event date cannot be agreed between the Parties under Clause 14.3 within 14 days after the cancelled Event Date, unless otherwise agreed between the Parties in writing, this Agreement shall be deemed to have terminated and JPE shall be entitled to retain the Deposit and charge the Client, and the Client shall pay, such additional amount as is required to make up any shortfall between the Deposit and the amount which is equivalent to 10% of the Fee (if, for the avoidance of doubt, such percentage amount is higher than the Deposit), plus any outstanding Costs.

15. Confidentiality

15.1. Subject to Clause 15.2, each Party undertakes to keep the terms of this Agreement and any information of a confidential nature that they may receive during the Term in respect of another Party or any Group Company, strictly private and confidential and shall at no time

(whether before or after expiry of the Term of this Agreement) disclose or divulge any such information to any third party (other than to their respective professional advisors) without the consent of the other Party.

15.2. Each Party may disclose the other Party's confidential information:

a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party will ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 15; and

b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3. No Party will use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

16. General

16.1. **Entire Agreement**: This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement or understanding between the Parties relating to such matters.

16.2. **Acknowledgements**: Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it has no claim for innocent or negligent misrepresentation on any statement in this Agreement.

16.3. **Waiver**: A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.4. **Variation**: We reserve the right to modify, update, or amend these Terms of Engagement at any time, without prior notice to you. Any changes will be effective immediately upon posting on our website. Your continued use of our Services after such changes shall constitute your acceptance of the revised Terms of Engagement. It is your responsibility to review these Terms of Engagement periodically for any updates. Without prejudice to the foregoing, no other variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

16.5. **Severability**: If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16.6. **Further assurance**: The Parties irrevocably and unconditionally agree and undertake to each other to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

16.7. **Assignment**: (i) JPE shall be entitled to assign, novate, transfer, charge or otherwise deal with this Agreement or any of its rights or obligations under it to any third-party without the prior consent of the Client; whereas (ii) the Client shall not assign, novate, transfer, charge or otherwise deal with this Agreement or any of its rights or obligations under it to any third-party without the prior written consent of JPE.

16.8. **Notices**: Any notice required or permitted to be given under this Agreement shall be given in writing and delivered by email to: (i) Julie Perry at julie@julieperryevents.com cc Beau Gatward at beau@triplesgroup.com (on behalf of JPE); and (ii) to the Client at the email address stated on the Engagement Letter (or as otherwise notified to JPE separately in writing by the Client). Notices shall be deemed to be served at the time that the email enters the email system of the intended recipient, provided that no error message indicating failure to deliver has been received by the sender.

16.9. **Third Party Rights**: Unless it expressly states otherwise, this Agreement does not give rise to

any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17. Governing law and jurisdiction

17.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.