SUPPLIER TERMS AND CONDITIONS

Each of JPE's suppliers are contracted pursuant to a Contract which comprises a Purchase Order and these Supplier Terms and Conditions ("**Conditions**"). Therefore, these Conditions should be read in conjunction with each Supplier's applicable Purchase Order.

Where there is any conflict between the Purchase Order and these Conditions, the prevailing order of such documents shall be: (i) the Purchase Order; and (ii) these Conditions.

AGREED TERMS: -

1. Definitions and Interpretation

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

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 Goods and/or Services are provided.

Client: means any person that has engaged JPE to provide its services in relation to an Event.

Confidential Information: means the terms of the Contract and any information (howsoever recorded) which might reasonably be expected to be confidential in nature or sensitive or personal or any other information the details of which the JPE Parties would not wish to be or become publicly available or known including, without limitation, information relating to any Event or the business, products, services, affairs, activities, finances, clients, customers, agents, distributors, consultants, shareholders or management of the JPE Parties and any trade secrets including, without limitation, technical data and know-how relating to the business of the JPE Parties, whether or not such information (if in anything other than oral form) is marked confidential.

Contract: means the Purchase Order and these Conditions.

Deliverables: means any output(s) of the Services to be provided by the Supplier, as expressly set out in a Purchase Order and/or any other documents, products, services or materials provided by the Supplier in relation to the Services, in whatever form.

means the output(s) of the Services, including (as applicable) all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form.

Delivery Address: means the address at which JPE requires delivery of any Goods.

Delivery Date: means the date on which the Supplier shall deliver any Goods.

Event: means any private social function, party or event for a Client that the Supplier shall provide the Goods and/or Services in relation to.

Event Date: means the calendar date on which any Event is scheduled to take place.

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, except that: (a) a default or misconduct by any third-party employed or engaged as an agent or independent contractor by the Party claiming a Force Majeure Event shall not constitute a Force Majeure Event unless caused by events or circumstances which are themselves beyond the reasonable control of that third party; (b) mere shortage of materials, equipment or supplies shall not constitute a Force Majeure Event unless caused by events or circumstances which are themselves beyond the reasonable control of that Party; and (c) strikes, lock-outs or other industrial disputes involving only the workforce of that Party or any of its sub-contractors or suppliers shall not constitute a Force Majeure Event.

Goods: means the goods which the Supplier is to supply in relation to an Event, as specified in a Purchase Order.

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.

IPR: means any and all copyrights, designs, trademarks, trade names, insignia, service marks, patents and all other legal and beneficial intellectual and industrial property rights (whether registered or not) throughout the world, no matter what such rights may be known as in any particular country, and all applications for the same.

JPE Materials: means any materials, logos and other assets provided to the Supplier by JPE for the purposes of providing the Goods and/or Services under the Contract.

JPE Parties: means JPE, its Group Companies and their respective employees, agents and sub-contractors (including JPE Suppliers) and each Client.

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

Price: means the price of the Goods and/or the Services, as agreed with JPE pursuant to a Purchase

Order or otherwise.

Purchase Order: means JPE's order for Goods and/or Services from the Supplier (which, for the avoidance of doubt, may be made via email), incorporating these Conditions.

Supplier: means the person providing the Goods and/or Services pursuant to a Purchase Order.

Services: means the services which the Supplier is to supply in relation to an Event, as specified in a Purchase Order.

Supplier Employment Obligations: has the meaning given in Clause 5.1(a).

Supplier Personnel: means all employees, workers, agents, sub-contractors, consultants and other personnel engaged by the Supplier from time to time to provide the Goods or perform the Services or assist in relation to the Supplier's provision of the Goods or performance of the Services.

Transfer Regulations: means the Transfer of Undertakings (Protection of Employment Regulations) 2006 or any equivalent or similar law in any other jurisdiction worldwide.

1.2. The Delivery Address, Delivery Date, Goods, Services, Price and each Event, Event Date and Client and any other information relating to the subject matter of the Contract shall be as specified in the Purchase Order or, if not so specified, as otherwise advised by JPE or agreed in writing between the Parties.

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

1.4. A reference to 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. References to the singular number includes the plural, and vice versa.

1.7. 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.

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

1.9. 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. Any list of examples following such words shall also be deemed non-exhaustive.

1.10. Unless expressly stated otherwise, any reference to a **Clause** shall be a reference to a clause of these Conditions.

1.11. The headings contained in these Conditions are for the purposes of convenience only and do not form part of and shall not affect the construction or interpretation of the Contract.

2. Applicable Laws

2.1. The performance of the Contract by JPE shall be subject to all Applicable Laws.

2.2. In the event of any conflict or inconsistency between the provisions of the Contract and any Applicable Law, the relevant Applicable Law shall prevail, and any failure by JPE to perform its obligations as a result or consequence of ensuring compliance with any Applicable Law shall not constitute a breach of the Contract by JPE.

3. Basis of Contract

3.1. These Conditions apply to all contracts for the order of goods and/or services entered into by JPE and all orders placed by JPE (by virtue of a Purchase Order) are subject to these Conditions. The Supplier agrees to deal with JPE on these Conditions to the exclusion of all other terms, conditions, warranties or representations with the exception of any terms specified in the Purchase Order.

3.2. Nothing in the Contract shall:

a) grant any exclusive supplier status to the Supplier;

b) oblige JPE to purchase any Goods and/or Services; or

c) constitute any representation by JPE that it shall purchase any Goods and/or Services.

3.3. For the avoidance of doubt, if the Supplier fails to sign any Purchase Order, but proceeds to provide the Goods and/or the Services in relation to an Event, the Supplier shall be deemed to have accepted and agreed to be legally bound by the terms of the Contract.

4. Warranties, Undertakings and Obligations

4.1. Each Party warrants and undertakes to the other Party that it has full right, title and authority to enter into the Contract and accept and perform the obligations imposed on it under such Contract.

<u>JPE Obligations</u>

4.2. JPE shall:

a) use reasonable endeavours to provide any necessary information, assistance and access(es) to the Supplier in relation to the provision of the Services; and

b) subject to Clause 8.3, grant to the Supplier a non-exclusive, revocable, non-sublicensable, royalty-free licence to use the IPR in any JPE Materials solely for the purpose of providing, and to the extent necessary to provide, the Goods and/or the Services in accordance with the terms of the Contract.

Supply of Goods

4.3. In the event that the Supplier has been engaged to provide any Goods in relation to an Event, the Supplier warrants and undertakes to JPE that it shall:

a) comply (and, where the Goods are re-sold, shall ensure that the manufacturer shall comply) with: (i) all Applicable Laws and good industry practice; and (ii) any reasonable requirements and/or guidelines communicated to the Supplier by JPE; in each case which concern the manufacture, labelling, packaging, packing, storage, transport and/or delivery of the Goods;

b) ensure that the Goods will be of satisfactory quality and fit for any purpose held out by the Supplier;

c) ensure that the Goods will be free from defects in design, material and workmanship;

d) ensure that the Goods do not infringe the rights of any third-party (including any third-party IPR);

e) ensure that the Goods are properly packed, labelled and secured so as to reach their destination in an undamaged condition;

f) ensure that where the Goods consist of perishable products, all such Goods are delivered to JPE or the Client (as applicable) in sufficient time to allow their use and consumption before the applicable best before and use by dates;

g) deliver the Goods to the Delivery Address on the Delivery Date during business hours (unless otherwise directed in writing by JPE) and Supplier acknowledges and agrees that time of delivery is of the essence of the Contract;

h) in the event that JPE or the Client cannot accept delivery of the Goods on the Delivery Date, store the Goods without charge until such time as JPE shall notify the Supplier that it or the Client is able to accept delivery; and

i) only make delivery of Goods by instalments with the prior written approval of JPE.

4.4. JPE shall be entitled to:

a) alter the Delivery Date upon written notice to the Supplier at any reasonable time in advance of such date; and

b) reject any Goods delivered which are not in accordance with the Contract and shall, if so applicable, be entitled to a full refund of any sums paid in respect of such Goods, and the Supplier shall promptly collect any rejected Goods at its own expense (the right of rejection under this Clause 4.4(b) shall be exercisable by JPE until the Event Date).

4.5. If the Goods are delivered by the Supplier in excess of the quantities ordered, neither JPE nor the Client (as applicable) shall be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

4.6. Ownership of the Goods shall pass to JPE or the Client upon delivery to JPE or the Client (as applicable) and risk of damage to or loss of the Goods shall pass to JPE or the Client upon delivery to JPE or the Client (as applicable).

Supply of Services

4.7. In the event that the Supplier has been engaged to provide any Services in relation to an Event, the Supplier warrants and undertakes to JPE that:

a) it shall be responsible for all necessary facilities, equipment and personnel required to provide the Services in accordance with the terms of the Contract;

b) it shall perform the Services in accordance with the terms of the Contract;

c) it shall comply with all Applicable Laws in relation to the Services and the performance of its obligations (including in respect of the Services) under the Contract;

d) it shall provide the Services using the degree of skill, care and diligence which would reasonably and ordinarily be expected from a skilled and experienced provider of the Services under the same or similar circumstances;

e) it shall dedicate sufficient amounts of time and effort (including as may be reasonably requested by JPE from time to time) in order to ensure the prompt and successful delivery of the Services in accordance with the terms of the Contract;

f) it shall promptly observe and comply with all policies, guidelines, reasonable instructions, requests, directions and regulations issued by or on behalf of JPE;

g) it shall keep JPE informed of the progress of the

Services on a regular basis and, in any event, as and when reasonably required by JPE;

h) it has and shall continue to hold or where applicable, shall obtain, all necessary approvals, licences, permissions and consents that are necessary in connection with its performance of the Services and the Supplier's other obligations hereunder;

i) any Deliverables shall be original, accurate, compliant in all respects with the terms of the Contract and will conform with the descriptions and specifications made available to the Supplier from time to time;

j) the use of the Deliverables by JPE or any Client in accordance with the terms of the Contract shall not infringe the rights, including the IPR, of any third-party;

k) it shall not (and shall procure that any Supplier Personnel shall not):

(i) contact or otherwise communicate directly with any Client save to the extent to which it is absolutely necessary for the performance of the Services and/or charging of the Price (if so applicable);

(ii) without prejudice to the generality of the foregoing provision, approach or pester or request autographs, 'selfies' or other favours from any Client or any Event guests or film or capture any images (whether by video or still photography) of the Event, the Client or any Event guests (unless approved by JPE in writing);

(iii) display or distribute any promotional materials (including any business cards or Supplier branding) other than the promotional materials provided by JPE at any Event and/or to any Client, and Supplier shall remove any Supplier branding from any of its equipment, clothing or other materials which are to be used at the Event in advance of such use (unless otherwise agreed in writing by JPE);

(iv) make or release any statement or announcement to the press or other media or make any other public announcement regarding any Event, any Client, any guests at an Event or the conclusion, terms or performance of the Contract (except with the prior written agreement of JPE); or

(v) without prejudice to the generality of the foregoing provision, describe itself as a supplier to any JPE Parties (except with the prior written agreement of JPE); and

l) it shall use all reasonable endeavours to act, at all times, in the JPE's best interests and with the utmost good faith towards JPE, and it shall not do anything nor act in any way that is detrimental to, prejudicial to or defamatory to the JPE Parties.

4.8. The Supplier shall, prior to any Event Date, undertake visits to and tests of all facilities to be used in the provision of the Services and complete a comprehensive risk assessment in relation to the provision of the Services. The Supplier shall submit the results of such inspection(s) and its risk assessment(s) to JPE for approval not less than 10 days prior to any Event Date and shall promptly (and in any event prior to the applicable Event Date) incorporate any amendments or improvements as may be requested by JPE in response.

4.9. The Supplier shall also ensure that:

a) it has in place, and that all Supplier Personnel comply with, appropriate health and safety and safeguarding policies; and

b) if the Services require the Supplier to capture photography or filming of the Event, all necessary documentation and waivers are obtained to ensure the same can be used by any of the JPE Parties in accordance with Applicable Laws, including any use after the Event Date.

5. Supplier Personnel

5.1. The Supplier shall:

a) be responsible for the management and supervision of the Supplier Personnel, together with all tax liabilities, national insurance obligations and compliance with any Applicable Laws relating to working hours and employee rights in respect of each of the Supplier Personnel (collectively, the "**Supplier Employment Obligations**");

b) ensure that each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the relevant Services in respect of which they are engaged, including on emergency aid and safeguarding and including training on any staff code of conduct and JPE's safeguarding policies;

c) ensure that there is an adequate number of Supplier Personnel and resources to provide the Goods and/or the Services properly and in accordance with the terms of the Contract;

d) ensure that all Supplier Personnel comply with the terms of the Contract (to the extent applicable); and

e) without prejudice to the generality of the foregoing provision, ensure that all Supplier Personnel comply with such instructions,

policies and procedures as required by JPE.

5.2. JPE may require any Supplier Personnel to be removed from the Event or provision of any Goods and/or Services at any time. The Supplier shall comply with any such requirement without delay and will as soon as practicably possible appoint a suitable replacement (to be approved by JPE in writing in advance) at no additional cost to JPE**.**

5.3. The Supplier shall fully and effectively indemnify and keep indemnified JPE Parties from and against all losses, damages, claims, liabilities, costs and expenses incurred and/or suffered by any such JPE Party as a result of:

a) any failure by the Supplier to comply with any of the Supplier Employment Obligations; and

b) any proceedings, claim, demand or allegation of any Supplier Personnel in relation to discrimination or termination of employment in any circumstances for whatever reason.

6. Supplier Sub-Contracting

6.1. The Supplier may sub-contract parts of its obligations under the Contract, provided that:

a) the Supplier notifies JPE prior to any such sub-contracting informing JPE of the identity of the sub-contractor, the Goods and/or parts of the Services which the Supplier intends to sub-contract and such other information as JPE may reasonably request;

b) following a notification pursuant to Clause 6.1(a), the Supplier shall not proceed with the relevant sub-contracting if JPE (acting reasonably) informs the Supplier that it objects to the identity of the sub-contractor or the parts of the Goods and/or Services which the Supplier is proposing to sub-contract;

c) the Supplier shall at all times remain primarily liable to JPE for the delivery of the Goods and/or the performance of the Services; and

d) the Supplier shall be liable for all acts and omissions of its sub-contractors.

7. Price and Payment

7.1. In the event that JPE agrees to pay the Price to the Supplier directly on behalf of the Client, unless otherwise stated in the Purchase Order or agreed between the Parties in writing:

a) JPE shall pay the Price in pounds sterling and by telegraphic transfer to such bank account as notified by the Supplier to JPE in writing from time to time (provided always that such bank account is in the name of the Supplier);

b) Supplier shall invoice JPE for the Price (and any VAT) on or at any time after the later of delivery of the Goods and/or satisfactory completion of the Services; and

c) JPE shall pay the Price to the Supplier at the end of the month following the month in which the relevant invoice is received by JPE pursuant to Clause 7.1(b).

7.2. The Price shall be inclusive of the Supplier's charges for transport, packaging, packing, insurance, delivery to the Delivery Address and any customs or other duties (except VAT). In the event that JPE makes its own arrangements for the carriage of and/or packaging of the Goods, an amount equivalent to the cost of such carriage and/or packaging shall be deducted from the Price.

7.3. The Supplier shall not be entitled to increase the Price or levy any extra charges or expenses, howsoever arising.

7.4. For the avoidance of doubt, any payment of the Price shall be subject to the Supplier's satisfactory provision of the Goods and/or the Services (to be determined in the absolute discretion of JPE, acting reasonably).

7.5. JPE reserves the right to direct the Supplier to invoice the relevant Client for the Price directly. In such circumstances, JPE shall have no responsibility or liability to the Supplier in relation to the same, and the relevant payment terms shall be as specified in the Purchase Order or as agreed between the Supplier and the Client separately in writing.

8. IPR

8.1. Supplier grants to the JPE Parties a world-wide, royalty free, perpetual and irrevocable licence to use any and all IPR in the Goods to the fullest extent necessary for use and enjoyment of the Goods.

8.2. Any and all IPR supplied and/or arising from or produced in the course of the Services (including any Deliverables) shall vest in JPE upon creation and shall be JPE's exclusive property.

8.3. Any IPR and other rights in any JPE Materials and all other items, documents and materials from time to time provided to Supplier by JPE in connection with and/or for the purpose of delivery of the Goods and/or performance of the Services belongs to JPE or its licensors and, except solely to the extent necessary to perform Supplier's obligations under the Contract, Supplier shall have no right or title to the same.

8.4. Nothing in the Contract grants any right to Supplier to apply any trade mark, logo or name of any JPE Parties to any Goods or use any such trade mark, logo or name in the course of the performance of the Services. Any such use shall be subject to a separate agreement between the Parties.

8.5. Supplier shall indemnify JPE Parties from and against all losses, damages, liabilities, claims, costs and expenses which are incurred and/or suffered by any

such JPE Party arising out of or in connection with any claim that the use of the Goods and/or Services infringes the rights, including the IPR, of any third-party.

8.6. Supplier shall sign any documents and do any other acts and procure the signing of any documents and the doing of other acts as may be reasonably requested by JPE in order to give full force and effect to the provisions of this Clause 8.

9. Restrictions

9.1. In order to protect the Confidential Information, trade secrets and business connections of JPE and each Group Company to which the Supplier has had access as a result of the Contract, the Supplier covenants with JPE (for itself and as trustee and agent for each Group Company) that the Supplier shall not, from the date of any Purchase Order, at any time prior to an Event and for three (3) months thereafter:

a) solicit, divert, or attempt to solicit any Clients or prospective clients of JPE;

b) accept any work from any Client without first referring such work enquiry to JPE; or

c) solicit, recruit, or attempt to hire any employee of JPE.

9.2. The restrictions imposed on the Supplier by this Clause 9 apply to the Supplier acting (i) directly or indirectly; and (ii) on its own behalf or on behalf of, or in conjunction with, any firm, company or person.

9.3. Each of the restrictions in this Clause 9 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

10. Anti-Bribery

10.1. Each Party agrees that it shall comply with all applicable laws, statutes, regulations, codes and sanctions relating to: (i) anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and (ii) the detection and prevention of slavery and human trafficking, including the Modern Slavery Act 2015.

10.2. Either Party may terminate the Contract with immediate effect by written notice to the other, if and when it becomes aware that the other Party is in breach of Clause 10.1.

11. Equality, Diversity and Inclusion

11.1. Supplier acknowledges that JPE has a zero-tolerance policy towards sexual harassment of any kind and any form of discrimination, harassment or bullying. The Supplier warrants and undertakes to JPE that:

a) it shall ensure that its culture, processes and policies at least meet or exceed the requirements of Applicable Law (including the Equality Act 2010 and the Worker Protection (Amendment of Equality Act 2010) Act 2023) and best practice within its industry in respect of equality, diversity, inclusion ("**EDI**") and the prevention of sexual harassment (together, "**Anti-Discrimination Requirements**");

b) it shall comply, and it shall ensure that all Supplier Personnel (and all other persons utilising its rights or discharging its obligations (including providing the Services) under and in accordance with the Contract on its behalf) shall comply, at all times with the Anti-Discrimination Requirements.;

c) it shall not do or omit to do anything that would put any JPE Parties in breach of any Anti-Discrimination Requirements;

d) it shall promptly upon request provide JPE with a copy of its policies in respect of Anti-Discrimination Requirements (including EDI and the prevention of sexual harassment), together with such other information as may be reasonably requested by JPE in order to evidence the Supplier's compliance with the requirements of this Clause 11.1 and/or assist JPE in complying with its own EDI and prevention of sexual harassment obligations and requirements; and

e) in the event that JPE has any concerns in respect of the Supplier's EDI culture, policies or practices (including in relation to Supplier Personnel), it shall inform the Supplier and thereafter the Supplier shall ensure that appropriate Supplier representatives promptly meet with JPE to discuss, and take reasonable steps in order to remedy, such concerns.

12. Status

12.1. The relationship of the Supplier to JPE shall be that of a non-exclusive independent contractor and nothing in the Contract shall be construed to create a partnership, joint venture, cooperation, or employer-employee relationship, and the Supplier shall not hold itself out as such.

13. Indemnity and Insurance

13.1. The Supplier shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, JPE Parties on demand, from and against any and all losses, liabilities, claims, costs, demands, expenses and fees (including, without limitation, legal and other professional fees), actions, proceedings and damages suffered or incurred by any of the JPE Parties arising out of or in connection with any breach of the Contract by the Supplier and/or any negligent or reckless act or omission by the Supplier, the Supplier

Personnel and/or their sub-suppliers in connection with the Contract.

13.2. Supplier shall at its own cost take out and maintain in force throughout the Term and for a period of 2 years thereafter a Public and Products Liability insurance policy and a Professional Indemnity insurance policy, each with a limit of indemnity of not less than £5 million and such other policies of insurance covering its potential liabilities under the Contract as a reasonable and prudent party in the same or similar position as the Supplier would normally put in place.

13.3. Any insurance required to be effected under the Contract shall be placed with an insurer of good repute. The Supplier shall provide JPE with a copy of all relevant insurance policies upon the request of JPE, confirming that the same is or are (as applicable) in place and confirming the date on which each such policy is next to be renewed.

13.4. Supplier shall not take or fail to take any action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle the insurer to refuse to pay any claim under any policy effected in accordance with this Clause 13.

14. Limitation of Liability

14.1. Subject to Clause 14.3, JPE shall not be liable to the Supplier for (i) any claim the Supplier may have for loss of publicity or chance to enhance the Supplier'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 the Contract.

14.2. Subject to Clause 14.3, the total aggregate liability of JPE under or in connection with the Contract, whether such liability arises in contract, tort (including negligence), delict or otherwise, shall not exceed the total amount of the Price (exc. VAT) payable to the Supplier.

14.3. Clauses 14.1 and 14.2 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.

15. Cancellation and Termination

15.1. Either Party ("**Initiating Party**") may terminate the Contract 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:

f) the Breaching Party being in breach of a material obligation under the Contract 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;

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

h) 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);

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

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

15.2. JPE shall be entitled, at any time and without penalty or liability to the Supplier, to postpone or cancel the whole and/or any part of the Supplier's provision of the Goods and/or Services and/or terminate the Contract in whole and/or in part by giving written notice to the Supplier, in which event: (i) the Contract shall continue in full force and effect in respect of Goods and/or Services already delivered or paid for (if any); and (ii) Supplier shall, if so required by JPE in writing and notwithstanding JPE having indicated that it wishes to cancel any of the Goods and/or Services, complete and deliver any partially completed and/or delivered Goods and/or Services and all the terms of the Contract shall apply to such Goods and/or Services.

15.3. Upon receipt of any notification of postponement, cancellation and/or termination from JPE pursuant to Clause 13.2:

a) the Supplier shall immediately stop work and shall take all reasonable steps to mitigate any further costs which it may incur in relation to the Goods and/or Services, including where possible the redeployment of resources; and

b) if JPE has agreed to pay the Price to the Supplier, as and to the extent applicable: (i) JPE shall pay the Supplier the pro-rated portion of the Price due and payable to the Supplier up to the date of postponement, cancellation or termination; or (ii) in the event that JPE serves notice of cancellation only and prior to the date of such cancellation JPE has made any payment to the Supplier in relation to any period after the date of such notice of cancellation, Supplier shall pay JPE an amount equal to the amount of such overpayment; in each case at the end of the month following the month in which the notice of cancellation is received by the Supplier.

15.4. Upon expiry or termination of the Contract, each Party shall promptly return to the other Party all of the other Party's property which is within that Party's possession and reasonable control (including any and all Confidential Information and any JPE Materials) and destroy any copies of the same.

15.5. Upon termination of the Contract 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 the Contract at the date of termination or any express obligations in the Contract of a continuing nature including, **Clause 4** (Warranties, Undertakings and Obligations), **Clause 5** (Supplier Personnel), **Clause 6** (Supplier Sub-Contracting), **Clause 8** (IPR), **Clause 9** (Restrictions), **Clause 13** (Indemnity and Insurance), **Clause 14** (Limitation of Liability), **Clause 17** (Confidentiality) and **Clause 19** (Governing law and Jurisdiction).

16. Force Majeure

16.1. Neither Party shall be liable for any failure or delay in performing its obligations under the Contract if such failure or delay is due to a Force Majeure Event.

16.2. 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.

17. Confidentiality

17.1. Subject to Clause 17.2, each Party undertakes to keep all Confidential Information strictly private and confidential and shall at no time (whether before or after expiry of the Term of the Contract) disclose or divulge any such Confidential Information to any third party (other than to their respective professional advisors) without the consent of the other Party.

17.2. 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 the Contract. 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.

17.3. 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 the Contract.

18. General

18.1. **Entire Contract**: The Contract 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.

18.2. Without prejudice to Clause 18.1, any additional terms and conditions provided by the Supplier shall be invalid, and shall not be incorporated into the Contract or operate in substitution for the Contract. It is a condition of the Contract that the Supplier shall not attempt to impose its own terms and conditions on JPE. Any attempt by the Supplier to unilaterally amend any term of the Contract shall be deemed to be a material breach of the Contract.

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

18.4. **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.

18.5. **Variation**: JPE reserves the right to modify, update, or amend these Conditions at any time, without prior notice to the Supplier. Any changes will be effective immediately upon posting on JPE's website. The Supplier's continued provision of the Goods and/or Services after such changes shall constitute its acceptance of the revised Conditions. It is the Supplier's responsibility to review these Conditions periodically for any updates. Without prejudice to the foregoing, no other variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

18.6. **Severability**: If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

18.7. **Further assurance**: Each Party shall do, execute and perform, and use all reasonable endeavours to procure that any necessary third party does, executes and performs, such further deeds, documents, assurances, acts and things as may be required to give effect to the terms, intent and purposes of the Contract.

18.8. **Assignment**: (i) JPE may assign, transfer, sub-license or otherwise deal with its rights or obligations under the Contract to any third-party without the prior approval of the Supplier; whereas (ii) the Supplier may not

assign, transfer, sub-license or otherwise deal with its rights or obligations under the Contract to any third-party without the prior written approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed.

18.9. **Notices**: Any notice required or permitted to be given under the Contract 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 Supplier at the email address stated on the Purchase Order (or as otherwise notified to JPE separately in writing by the Supplier). 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.

18.10. **Third Party Rights**: Save in respect of JPE Parties, nothing in the Contract is intended to confer any benefit on any third-party (whether referred to by name, class, description or otherwise) and person who is not a Party to the Contract may not enforce its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise

18.11. **No Partnership**: Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.

18.12. **Rights and Remedies**: The rights and remedies arising under or in connection with the Contract are cumulative and, except where otherwise expressly provided in the Contract, do not exclude any rights or remedies, whether arising under the Contract or provided by common law or otherwise.

19. Governing law and jurisdiction

19.1. The Contract 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.

19.2. 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 the Contract or its subject matter or formation.