

1 DEFINITIONS

- 1.1 In this document the following words shall have the following meanings:
- 1.2 "Company, us, we" means: "Better with Jam Ltd", a Registered Company number 08355326, and registered office, 89 Main Road, Bolton-Le-Sands, Carnforth, LA5 8EQ
- 1.3 "Agreement" means this contract and terms of business;
- 1.4 "Client, you, your" means: the person or business who purchases Services from the Company;
- 1.5 "Creative Material" means the written documentation and content, verbal electronic and other information, advertising campaigns, brand identity, brand materials including website, copywriting, designs, drawings, marketing ideas, photography, pictures or other images, video, website, sounds or any other record of any information in any form belonging to the Company;
- 1.6 "Estimate" means the estimation provided to the Client detailing the Services to be provided by the Company to the Client and the estimation of fees for providing such Services;
- 1.7 "Fees" means the Company's fees for Services as set out in the Estimate issued to the Client together with any additional charges as may be agreed between the parties from time to time; and
- 1.8 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

2 FEES AND PAYMENT

- 2.1 Before we commence any provision of Services or working on any project, we require an advance payment of 50% of the Fees outlined in the Estimate. The final payment of 50% will be due on completion.
- 2.2 Our Fees shall be invoiced for the Services as agreed on the Estimate. Due to the nature of our Services, all estimations are open to variation but the Company will cap any such variation at 25% of the original Estimate.
- 2.3 Invoiced amounts shall be due and payable within 7 days of the date of our invoice unless otherwise agreed with the finance director. In the event that your procedures require that an invoice be submitted against a purchase order to payment, you shall be responsible for issuing such purchase order before the Services are provided.
- 2.4 We shall not refund any payment unless the amount received exceeds that which is owed to the us at the time of payment, in which case the difference shall be refunded within 5 working days.
- 2.5 Any Fees due under the Agreement shall be paid by the Client in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax required by law).

3 CLIENT OBLIGATIONS & LIMITATION OF COMPANY LIABILITY

- 3.1 To enable us to perform our obligations under this Agreement, you shall:
- 3.1.1 co-operate with us providing timely feedback and direction. This includes giving us clear concise instructions and engaging fully in the process, face to face, by phone and by email, depending on the input necessary at the time;
- 3.1.2 provide us with any information we may reasonably require in a timely manner;
- 3.1.3 work in partnership with Better with Jam so that the project can be delivered in accordance with the Estimate; and
- 3.1.4 obtain all necessary permissions and consents which may be required before the commencement of the Services.
- 3.2 In the event that you or any third party, not being a subcontractor of the Company, shall omit or commit anything which prevents or delays us from undertaking or complying with any of our obligations under this Agreement including but not limited to failing to comply with 3.1 above, then we shall notify

you as soon as possible and:

- 3.2.1 we shall have no liability in respect of any delay to the completion of any work; and
- 3.2.2 if applicable, the timetable for the work will be modified accordingly and at the same time we will notify you if we intend to make any claim for additional costs.
- 3.3 In the event that you wish to change your instructions to Better with Jam in relation to the Agreement and Project, all costs incurred by Better with Jam to date will be due and payable immediately by you before Better with Jam will carry out any additional work. Better with Jam will not be liable for any time delay caused by such changes.

4 TERMINATION

- 4.1 Either party may terminate this Agreement by notice in writing to the other if:
- 4.1.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 4.1.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 4.1.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 4.1.4 the other party ceases to carry on its business or substantially the whole of its business; or
- 4.1.5 the other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 4.2 The Agreement can be terminated by either party by giving one month's notice in writing. Notice given by Client to the Company will be sent to Janie Ash, Better with Jam Limited, 89 Main Road, Bolton-le-Sands, Carnforth Lancashire LA5 8EQ, United Kingdom. Notice given by the Company to the Client will be addressed to the registered business address of the Client.
- 4.3 Should this Agreement be terminated under the provisions contained herein, any project started and delivered by us under the terms of this Agreement that will generate revenue after the termination of this Agreement, the terms of this Agreement in respect of revenue share to either party shall survive after termination for the lifetime of the Services.
- 4.4 if on termination, there are any outstanding costs for completed projects or provision of Services, on which extended terms have been granted, these costs will fall due immediately.

5 FEES, PROJECTS AND INTELLECTUAL PROPERTY: -

- 5.1 All projects will be subject to separate proposals and estimations to be presented to and agreed by you in advance. The proposal or estimation will include information as to the scope of the work, timelines and costs.
- 5.2 For all projects agreed, it is to be assumed that as the Client, you will provide all information required by Better with Jam Ltd, in accordance with the Agreement.
- 5.3 Timelines are issued for guidance and are subject to the prompt delivery of required information, approvals and sign-off by the Client.
- 5.4 We can work to tight deadlines but where a Client requires a fast turnaround on a particular project, we reserve the right to charge a 25% surcharge on top of our Estimate.
- 5.5 You will be responsible for the proof reading for technical and personal content and information such as times, dates, names etc. and for the final sign off of designs and content.
- 5.6 A working week is defined as 40 hours, discharged between Monday and Friday of the same week.
- 5.7 Our work is delivered by our Managing Director, Creative Director.

Art Director, Senior Designer and Copywriter.

- 5.8 We will carry on work under our own guidance, using our own equipment, and will not receive day-to-day management and input from you in order to direct our actions. In addition, we will carry out work on our own account and for other companies that are not associated with you.
- 5.9 Any sums paid to Company by the Client by way of retainer, commission, Fees, or reimbursed costs, will be deemed to be paid gross of tax and National Insurance on the understanding that Company will account to the Inland Revenue for any tax due.
- 5.10 We will carry out the work in a confidential manner and will not discuss any product with competitors or potential competitors, during the course of this Agreement and for one year after termination of this Agreement.
- 5.11 Both the Client and the Company warrants to the other that it will at all times comply with its obligations (if any) under the General Data Protection Regulations ((EU) 2016/679 PR) (as amended or updated from time to time).
- 5.12 Should you decide to terminate this Agreement with us, you will immediately return any equipment, stock, samples, documentation, promotional materials and any other Creative Material, whether held in electronic or tangible form.
- 5.13 We will not accept any liability for any act or omission carried out by you during the course of the work on your behalf.
- 5.14 Until the payment of our Fees and any other associated costs are received in full, all Intellectual Property Rights remain with Better with Jam.
- 5.15 Our Creative Material is protected by the Copyright, Designs and Patents Act 1988. You are not permitted to use any Creative Material provided to you until you have paid our Fees in full.

6 GENERAL

- 6.1 The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, acts, decrees, legislation, regulations or restrictions of any government. The Company's performance under the Agreement is deemed suspended for the period that the Force Majeure Event continues.
- 6.2 If any of these terms are determined to be illegal, invalid or otherwise unenforceable, then to the extent in which that term is illegal, invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- 6.3 All of these terms and conditions are governed by English Law and any disputes arising out of any transaction with the Company are subject to the exclusive jurisdiction of the English Courts.