

CLIENT TERMS OF BUSINESS

Field Guide Ltd | Silverstream House, 45 Fitzroy Street, 4th Floor, London, England, W1T 6EB
Company No. 17124510

1. DEFINITIONS

- 1.1** In these Terms, the following words have the meanings set out below.
- 1.2** 'These Terms' refers to this document, which sets out the standard terms on which Field Guide Ltd provides its services.
- 1.3** 'Field Guide' or 'we' or 'us' means Field Guide Ltd, a company registered in England and Wales under number 17124510, whose registered office is at Silverstream House, 45 Fitzroy Street, 4th Floor, London, England, W1T 6EB.
- 1.4** 'Client' or 'you' means the person, firm, company or other organisation that has engaged Field Guide to provide services under a Contract.
- 1.5** 'Contract' means any agreement between Field Guide and the Client for the supply of services, whether documented in a proposal, statement of work, order confirmation or otherwise.
- 1.6** 'Services' means the marketing, digital marketing, communications, public relations, community management, event management and/or related services that Field Guide agrees to provide under a Contract.
- 1.7** 'Deliverables' means any documents, materials or other outputs produced exclusively by Field Guide in the course of providing the Services (but not including anything created by third parties).
- 1.8** 'Third Party Costs' means expenditure that Field Guide incurs on the Client's behalf with external suppliers, such as photography, print, media, artwork or production costs.

2. THESE TERMS

- 2.1** These Terms apply to every Contract between Field Guide and the Client and take precedence over any terms the Client may seek to introduce, whether in a purchase order or otherwise. Any variation to these Terms must be agreed in writing and signed by both parties.

3. FEES AND COSTS

- 3.1** Any fee quotation issued by Field Guide will remain valid for fifteen (15) days from the date it is issued, after which it may be subject to revision.
- 3.2** Field Guide reserves the right to revise a quotation if the Client's requirements change after it has been issued.
- 3.3** Quotations for Third Party Costs are estimates based on information available at the time. Final costs will reflect actual supplier charges and may differ from the estimate.
- 3.4** Any travel, subsistence or out-of-pocket expenses required to fulfil a Contract will be agreed with the Client in advance. Field Guide will invoice such costs once a formal authorisation has been received.
- 3.5** Where a monthly expenses allowance has not been agreed, Field Guide may apply a supplementary charge of 10% of the applicable fees to cover general operating costs incurred in delivering the Services. These include: travel within a 50-mile radius of London (additional charges apply for travel beyond that radius or internationally); stationery; printing and copying; hosting; data storage; couriers; and hospitality. This rate is reviewed periodically.
- 3.6** Where a budget or cost estimate has been approved by the Client, all line items within it are considered authorised. Any subsequent changes to scope may be subject to additional charges.
- 3.7** Field Guide may apply additional fees in respect of: (a) commercial management services provided in connection with the negotiation or implementation of agreements with third parties, including suppliers, sub-contractors, influencers or talent; and (b) work undertaken to meet data security or data protection requirements, including those arising under the UK GDPR.

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4. PAYMENT

4.1 Field Guide will invoice on a monthly basis. Unless an invoice states otherwise, payment is due within thirty (30) days of the invoice date.

4.2 Where a Contract requires Field Guide to commit to third-party expenditure of £10,000 or more in aggregate (inclusive of applicable taxes, or the equivalent in any other currency), the Client will pay that amount to Field Guide in advance, in cleared funds, no later than seven (7) business days before Field Guide is required to make payment to the relevant supplier.

4.3 All invoices are subject to VAT at the prevailing rate, which will be added where applicable.

4.4 If the Client fails to pay any amount by the due date, Field Guide may charge compound interest on the overdue sum, accruing daily from the due date at a rate of four (4) per cent per annum above the base rate of The Royal Bank of Scotland plc (or its successor) until the debt is cleared, without prejudice to any other rights Field Guide may have.

4.5 Where Field Guide instructs a debt collection agency to recover unpaid amounts, the associated costs may be passed on to the Client.

4.6 All sums due under a Contract must be paid in full, without deduction, set-off or counterclaim, except where a deduction or withholding is required by law.

5. INTELLECTUAL PROPERTY

5.1 For the purposes of this clause, 'Intellectual Property Rights' means all intellectual property rights of any kind, whether registered or unregistered, including patents, copyright, design rights, trade marks, database rights, confidential information and all similar rights existing now or in the future anywhere in the world.

5.2 Unless otherwise agreed in writing, all Intellectual Property Rights in the Deliverables (other than in any materials supplied by the Client) belong to and remain with Field Guide.

5.3 Provided the Client has paid all outstanding amounts due to Field Guide, Field Guide grants the Client a non-exclusive, royalty-free, worldwide licence to use the Deliverables for the purpose for which they were created, for the duration of the Contract. This licence is personal to the Client and may not be sub-licensed, assigned or transferred.

5.4 Deliverables may only be used in the context for which they were developed. Field Guide reserves the right to charge an additional fee if the Client wishes to use Deliverables for any other purpose.

5.5 The Client grants Field Guide a non-exclusive, royalty-free licence to use the Client's logos, trade marks and other materials provided to Field Guide, solely for the purpose of delivering the Services during the term of the Contract.

6. ENDING THE CONTRACT

6.1 Field Guide may bring a Contract to an end at any time by giving written notice to the Client.

6.2 Either party may terminate a Contract immediately by written notice if: (a) the other party commits a material breach of the Contract and, where that breach is capable of remedy, fails to remedy it within fourteen (14) days of receiving written notice to do so; (b) the other party becomes insolvent, enters administration, makes an arrangement with creditors, has a receiver appointed, or takes any analogous step in any jurisdiction; (c) the other party suspends or ceases to carry on all or a material part of its business; or (d) the other party's financial position deteriorates to the point where the terminating party reasonably believes the other party can no longer meet its obligations.

6.3 Field Guide may also terminate a Contract immediately if: (a) the Client fails to pay any amount when it falls due; or (b) there is a change of control of the Client.

6.4 Field Guide may suspend delivery of Services without terminating the Contract if: (a) the Client fails to pay any amount on its due date; (b) the Client is in material breach of the Contract; or (c) any of the circumstances in clauses 6.2(b), 6.2(c) or 6.2(d) apply or appear likely to apply to the Client.

6A. WHAT HAPPENS ON TERMINATION

6A.1 On termination of a Contract: (a) all outstanding invoices become immediately payable. Where Services have been delivered but not yet invoiced, Field Guide will issue a final invoice which the Client

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must pay on receipt; (b) the Client must return all Field Guide materials and any Deliverables or Third Party items that have not been paid for in full. Field Guide may recover such items from the Client's premises if they are not returned promptly.

6A.2 Termination does not affect any rights or obligations that have already accrued, including claims for damages arising from any breach that occurred before termination.

6A.3 Any clause which by its nature is intended to survive termination will continue in full force after the Contract ends.

7. TIMING AND DELIVERY

7.1 Field Guide will make reasonable efforts to meet agreed timelines. However, we cannot accept liability for delays that result from the actions of third parties or circumstances outside our control.

7.2 Where a delay is caused by the Client — including by late provision of materials, feedback or approvals — Field Guide reserves the right to apply additional charges to reflect any resulting impact on resources or scheduling.

7.3 All proofs, drafts and work-in-progress materials supplied by Field Guide remain our property and must be returned on request. The Client must not amend such materials without Field Guide's prior written consent.

8. SIGN-OFF AND ACCEPTANCE

8.1 The Client is responsible for providing clear, timely and unambiguous instructions. Field Guide cannot be held responsible for costs or losses arising from unclear or incomplete briefs.

8.2 If the Client considers that any work delivered by Field Guide does not meet the agreed brief, the Client must raise this in writing within ten (10) working days of delivery. Work not queried within this period will be treated as accepted.

8.3 Any amendments requested by the Client after sign-off may be subject to additional charges.

9. CLIENT WARRANTIES

9.1 The Client warrants that it holds all necessary rights, consents and licences in respect of any materials it provides to Field Guide, and agrees to indemnify Field Guide against any third-party claims arising from the use of such materials.

10. THIRD PARTY SUPPLIERS

10.1 Where Field Guide procures Third Party Costs on the Client's behalf, the Client is responsible for those costs in full, together with any applicable handling fees.

10.2 Field Guide will take reasonable steps to ensure third-party suppliers meet their obligations, but cannot accept liability for their acts or defaults.

11. DATA PROTECTION

11.1 The following terms are used in this clause: 'Applicable Laws' means any data protection legislation applicable to the parties, including UK law and, where applicable, EU law; 'Data Protection Legislation' means the UK GDPR, the Data Protection Act 2018, and any successor legislation; 'GDPR' means the General Data Protection Regulation (EU) 2016/679.

11.2 Both parties will comply with their respective obligations under Data Protection Legislation. This clause does not limit or replace those statutory obligations.

11.3 Where Field Guide processes personal data on behalf of the Client, the Client is the Data Controller and Field Guide is the Data Processor, as those terms are defined in Data Protection Legislation.

11.4 The Client is responsible for ensuring it has the necessary consents and notices in place to permit personal data to be shared with Field Guide for the duration and purposes of the Contract.

11.5 In processing personal data under a Contract, Field Guide will: (a) act only on the written instructions of the Client, unless otherwise required by law; (b) notify the Client if it is required by law to process data other than as instructed (unless prohibited from doing so); (c) implement appropriate technical and

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organisational security measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage; (d) ensure that anyone with access to personal data is bound by a duty of confidentiality; (e) not transfer personal data outside the European Economic Area without the Client's prior consent and appropriate safeguards being in place; (f) assist the Client at the Client's cost in meeting its obligations to data subjects and regulators; (g) notify the Client without undue delay upon becoming aware of any personal data breach; (h) on termination, delete or return all personal data as directed by the Client in writing, unless retention is required by law; and (i) keep records sufficient to demonstrate compliance with these obligations.

11.6 The Client consents to Field Guide engaging sub-processors to assist in delivering the Services.

12. LIABILITY

Please read this section carefully — it sets out the limits of Field Guide's liability to you.

12.1 Nothing in these Terms limits liability that cannot be excluded by law, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or breach of the implied terms in section 2 of the Supply of Goods and Services Act 1982.

12.2 Subject to clause 12.1, Field Guide's total liability to the Client in connection with any Contract — whether arising in contract, tort (including negligence), breach of statutory duty or otherwise — is capped at the lower of: (a) two million pounds (£2,000,000); or (b) the average annual fees paid by the Client to Field Guide under the relevant Contract, calculated by reference to successive 12-month periods from the contract start date.

12.3 Field Guide excludes liability for the following types of loss entirely: loss of profits; loss of revenue or business; loss of contracts or anticipated savings; loss of data or software; loss of goodwill; and indirect or consequential losses of any kind. This exclusion does not apply to: fees already paid by the Client for Services not delivered in accordance with the Contract; wasted expenditure; the reasonable costs of procuring alternative services; or losses suffered by the Client as a direct result of an act or omission by Field Guide which has caused a third-party claim against the Client.

12.4 The implied terms in sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are excluded to the fullest extent permitted by law.

12.5 Any claim against Field Guide must be notified in writing within twelve (12) months of the date the Client became aware (or ought reasonably to have become aware) of the grounds for the claim. Claims not notified within this period will be time-barred. The notice must set out the nature of the event and the basis of the claim in reasonable detail.

12.6 The provisions of this clause survive termination of the Contract.

13. LEGAL ADVICE

13.1 Field Guide is not a law firm and does not provide legal advice. Nothing in any work produced by Field Guide — including the drafting, review or management of agreements or other documents — should be treated as legal advice. If the Client requires legal advice in connection with any aspect of the Services, it must seek that advice independently. Field Guide and any legal professionals involved in its work accept no liability for legal matters arising from or connected with the Services.

14. GENERAL

14.1 Governing law: These Terms and any Contract are governed by the law of England and Wales. Each party agrees to submit to the non-exclusive jurisdiction of the English courts.

14.2 Force majeure: Neither party will be in breach of a Contract, nor liable for any failure or delay in performance, to the extent that such failure or delay is caused by circumstances beyond that party's reasonable control.

14.3 Confidentiality: Each party agrees to keep confidential all information relating to the other party's business, clients, finances and operations that it receives in connection with a Contract, and not to disclose such information to any third party during the term of the Contract or for five (5) years after it ends, except: (a) to employees, contractors or advisers who need it to perform obligations under the Contract and are bound by equivalent confidentiality duties; or (b) as required by law or a competent authority. Neither party may use the other's confidential information for any purpose other than to perform the Contract.

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14.4 Notices: Each party will promptly notify the other of any change of address. Until such notice is given, the address set out in the Contract remains valid for all correspondence.

14.5 Severability: If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited to the minimum extent necessary and the remaining provisions will continue in full force.

14.6 Waiver: A failure by Field Guide to exercise any right under these Terms on any occasion does not constitute a waiver of that right and will not prevent Field Guide from exercising it in the future.