

BUSINESS AGREEMENT

2019

TABLE OF CONTENTS

- A - Scope and Application
- B - Introduction
- C - Invoicing and Payment
- D - Changes
- E - Client Responsibilities
- F - Accreditation and Promotion
- G - Cancellation of Services
- H - Confidential Information
- I - Relationship of Parties
- J - Warranties and Representation
- K - Indemnification and Liability
- L - Termination of Agreement
- M - General

BUSINESS AGREEMENT

SECTION A - SCOPE AND APPLICATION

The purpose of this document is to outline and detail our professional relationship and the services we can provide for you (except for services, if any, which we are providing under the terms of a separate written agreement executed by you and us following our first official meeting should you choose to work with us, which will be tailored specifically to your needs). This document is to protect both parties and ensure there is clear understanding and communication throughout. Upon signing of this document, you agree to our terms and conditions set out within the various sections, this document is legally binding and failure to comply with the condition set below could result in termination of the Client and Studio Barracuda LTD, failure could also result in legal action if such requirements are not met.

In this document "Studio Barracuda LTD", "we", "us" and "our" means Studio Barracuda LTD and "You" and "Your" refers to the Client name on the bottom of this agreement.

Please read this document carefully before signing the final page to ensure you fully understand the terms of our relationship, as well as the details of our regulatory and statutory responsibilities. We would like to particularly draw your attention to the following sections as these specific terms may not be changed during the relationship between us and you:

Your Responsibilities

Accreditation & Promotion

Invoicing and Payment

Cancellation of services

This agreement takes effect on the date specified on the last page of this agreement once both parties have agreed and signed, all terms and condition outlined are set in motion and cannot be changed unless an amended agreement is outlined in a separate document, In which case the original document becomes null and a new agreement is made in replacement, of which this document must be reestablished with the new date in effect.

You should contact us if there is anything in this document which you do not understand or with which you disagree before signing the document.

BUSINESS AGREEMENT

SECTION B - INTRODUCTION

Studio Barracuda LTD is a limited company which focuses within the media sector, partaking in various types of media work including; Photography, Videography, Aerial Videography and Photography, Market Research, Graphic Design, Website Design and Development and Journalism services.

We are based within the South West of England and were founded on the 20th of June 2018 and offer extremely competitive prices for products and services of which we strive to be the most competitively priced and innovative company compared to industry competitors, yet retain a high level of quality compared to industry competitors.

It is in our best interest to provide our services with high priority so that deadlines are met and to ensure that all our products are met with the client's expectation in mind.

SECTION C - INVOICING AND PAYMENT

In consideration of the Services to be executed by Studio Barracuda LTD, the client shall pay to Studio Barracuda LTD fees in the amounts and according to the payment schedule set forth in the Proposal, any budgets are to be managed at the discretion of Studio Barracuda LTD and run for the period shown in the pre-negotiated budget or proposal.

All invoices are payable within 10 working days of receipt or as stated on your proposal. A service charge which is equal to 10% of the original invoice price is payable on all overdue balances on a daily basis. Payments will be credited first to late payment charges and next to the unpaid balance. Clients shall be responsible for all collection or legal fees necessitated by late or default in payment. Studio Barracuda LTD reserves the right to withhold delivery and/or any transfer of ownership of any current and completed products and/or services if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Fees, Charges or the costs of agreed Changes. All projects over £100 will require the Client to pay 10% of the initial price.

Any Client requesting a product/s over the price of £250, will receive the option to agree on a payment plan this will be payments of - 10% - 40% - 50%, this is not a finance agreement between Studio Barracuda LTD and the Client, with no additional charges such as an interest rate.

BUSINESS AGREEMENT

SECTION D - CHANGES

General changes, unless otherwise provided in the Proposal and/or written agreement, and except as otherwise provided for herein, the Client shall pay additional charges for changes requested by the Client which are outside the scope of the Services, on a time and materials basis, at Studio Barracuda LTD'S standard hourly rate of £50 (unless other hourly rate has been agreed elsewhere). Additional content that is requested after the initial signed agreement may cause changes in the agreed deadline period and it is to be understood that such changes must be realistic and a further arranged meeting may be necessary should such changes require so.

The Client is entitled to 1 set of changes which must be within reasonable expectations and within the scope of the original project outline within the brief, which will always be given to the Client at the start of any given project.

These charges of exempt if the given product doesn't fit the brief given by Studio Barracuda LTD.

Changes made by the client are applicable to fees and will be calculated once the changes have been added into the proposal document and agreed upon, these changes include and are not limited to;

Website Changes

Design Changes

Photo and Videography editing changes

Information changes

Time Frame

Fees will be applicable on the date of the invoice and will be outlined within the invoice document, if changes are to be made during the invoice process, a separate invoice will be issued with an extension of 5 working days.

BUSINESS AGREEMENT

SECTION E - CLIENT RESPONSABILITIES

Client acknowledges that they shall be responsible for performing the following in a reasonable, professional and timely manner:

Coordination of any decision-making with parties other than Studio Barracuda LTD;

Provision of Client Content in a form suitable for reproduction or incorporation into the deliverables without further preparation, unless otherwise expressly provided in the Proposal.

Final proofreading and in the event that the Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, the Client shall incur the cost of correcting such errors.

for raising any issues or queries in writing for review in advance or during the branding, design, marketing or programming part of the project.

Maintaining good communications with Studio Barracuda LTD throughout the process and providing a response to any queries from Studio Barracuda LTD titled URGENT within 24 hours (except from non business days).

SECTION F - ACCREDITATION AND PROMOTION

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Studio Barracuda LTD's name in the form, size and location as incorporated by Studio Barracuda LTD in the Deliverables, or as otherwise directed by Studio Barracuda LTD. Studio Barracuda LTD retains the right to reproduce, publish and display the Deliverables in Studio Barracuda LTD's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its Website and in other promotional materials, and, if not expressly objected to, include a link to the other party's Website. Any removal or false implication of Studio Barracuda 's work can result in fines and or additional costs

Unless stated otherwise, all work is under Studio Barracuda LTD's copyright and Studio Barracuda LTD hold all rights to issue DMCA, or a Cease and Desist order if Studio Barracuda LTD's work is used in an unlawful way.

BUSINESS AGREEMENT

SECTION G - CANCELLATION OF SERVICES

Per the client's request, cancellation of our services may be requested, if the cancellation occurs after the deadlines half way point, a charge of 50% must be paid for the time and work delegated to the proposal.

For long term clients (whereby a different agreement is signed) a month's notice before the due date of the current months project must be given and the final month will be billed to the client, shorter notice will require the client pay the current monthly installment and the following months installment.

If cancellation is requested upon completion of the proposed project, the bill must be paid in full and failure to comply could result in legal action.

SECTION H - CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works and ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

BUSINESS AGREEMENT

SECTION I - RELATIONSHIPS OF PARTIES

Independent Contractor - Studio Barracuda LTD is an independent contractor, not an employee of the Client or any company affiliated with the Client. Studio Barracuda LTD shall provide the Services under the general direction of the Client, but Studio Barracuda LTD shall determine, in Studio Barracuda LTD's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Studio Barracuda LTD and the work product or Deliverables prepared by Studio Barracuda LTD shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to the Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

Studio Barracuda LTD's Agents - Studio Barracuda LTD shall be permitted to engage and/or use third party Studio Barracuda LTD's or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Studio Barracuda LTD shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

No Solicitation - During the term of this Agreement, and for a period of twelve (12) months after expiration or termination of this Agreement, the Client agrees not to solicit, recruit, engage, or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire, or any other kind of basis, any Studio Barracuda LTD employee or Design Agent of Studio Barracuda LTD, whether or not the said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, the Client agrees that Studio Barracuda LTD shall be entitled to an agency commission to be the greater of, either (a) 25% of said person's starting salary with the Client, or (b) 25% of fees paid to said person if engaged by the Client as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for Client. Studio Barracuda LTD, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

No Exclusivity - The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. The Client is free to engage others to perform services of the same or similar nature to those provided by Studio Barracuda LTD, and Studio Barracuda LTD shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Studio Barracuda LTD.

BUSINESS AGREEMENT

SECTION J - WARRANTIES AND REPRESENTATION

By Client. The Client represents, warrants and covenants to Studio Barracuda LTD that (a) the Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, (b) to the best of the Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) the Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

By Studio Barracuda LTD. (a) Studio Barracuda LTD hereby represents, warrants and covenants to the Client that Studio Barracuda LTD will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services. (b) Studio Barracuda LTD further represents, warrants and covenants to the Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Studio Barracuda LTD and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Studio Barracuda LTD, Studio Barracuda LTD shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Studio Barracuda LTD to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Studio Barracuda LTD knowledge, the Final Art provided by Studio Barracuda LTD and Studio Barracuda LTD's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event the Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Studio Barracuda LTD shall be void. (c) Except for the express representations and warranties stated in this agreement< Studio Barracuda LTD makes no warranties whatsoever, Studio Barracuda LTD explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

BUSINESS AGREEMENT

SECTION K - INDEMNIFICATION & LIABILITY

By Client. The Client agrees to indemnify, save and hold harmless Studio Barracuda LTD from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of the Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Studio Barracuda LTD shall promptly notify the Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Studio Barracuda LTD provides the Client with commercially reasonable assistance, information and authority necessary to perform the Client's obligations under this section. The Client will reimburse the reasonable out-of-pocket expenses incurred by Studio Barracuda LTD in providing such assistance.

By Studio Barracuda LTD. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Studio Barracuda LTD agrees to indemnify, save and hold harmless the Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Studio Barracuda LTD's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of the Client provided that (a) the Client promptly notifies Studio Barracuda LTD in writing of the claim; (b) Studio Barracuda LTD shall have sole control of the defense and all related settlement negotiations; and (c) the Client shall provide Studio Barracuda LTD with the assistance, information and authority necessary to perform Studio Barracuda LTD's obligations under this section. Notwithstanding the foregoing, Studio Barracuda LTD shall have no obligation to defend or otherwise indemnify the Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorised content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Studio Barracuda LTD.

Limitation of Liability.

THE SERVICES AND THE WORK PRODUCT OF STUDIO BARRACUDA LTD ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF STUDIO BARRACUDA LTD, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("STUDIO BARRACUDA LTD PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF THE "PROPOSAL" UNDERTAKEN STUDIO BARRACUDA LTD.

BUSINESS AGREEMENT

SECTION K - INDEMNIFICATION & LIABILITY

IN NO EVENT SHALL STUDIO BARRACUDA LTD BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY STUDIO BARRACUDA LTD, EVEN IF STUDIO BARRACUDA LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. DAMAGES ARE LIMITED TO THE PROFIT OF THE CONTRACT THAT IS SPECIFIC TO THE PROPOSAL AGREED BY THE CLIENT.

SECTION L - TERMINATION OF AGREEMENT

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered as pre-negotiated.

This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

- (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or
- (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) working days from receipt of written notice of such breach.

Upon expiration or termination of this Agreement:

- (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party,
- (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

Charges may occur should Studio Barracuda LTD suffer significant loss due to a breach in contract due to client wrongdoing or negligence.

BUSINESS AGREEMENT

SECTION M - GENERAL

Modification/Waiver - The parties may modify this Agreement. Any modification of this Agreement must be in writing, except that Studio Barracuda LTD's invoices may include, and the Client shall pay, expenses or costs that the Client authorises by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

Notices - All notices to be given hereunder shall be transmitted in writing either by letter or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or e-mail, upon confirmation of receipt.

No Assignment - Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

Force Majeure - Studio Barracuda LTD shall not be deemed in breach of this Agreement if Studio Barracuda LTD is unable to complete the Services or any portion thereof by reason of fire, earthquake, labour dispute, act of God or public enemy, death, illness or incapacity of an employee of Studio Barracuda LTD or any local, national or international law, governmental order or regulation or any other event beyond Studio Barracuda LTD's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Studio Barracuda LTD shall give notice to the Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

Governing Law and Dispute Resolution - The formation, construction, performance and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the UK Government. The parties hereby submit to the exclusive jurisdiction of the courts of the UK.

BUSINESS AGREEMENT

SECTION M - GENERAL

Sever-ability - Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

Headings - The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

Integration - This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. This Agreement comprises this Basic Terms and Conditions document, the Proposal and Schedule A.

Studio Barracuda LTD shall use reasonable endeavours to [manage and complete the Project, and to] deliver the Content to the Customer, in accordance in all material respects within the Order Form.

Studio Barracuda LTD shall use reasonable endeavours to meet the performance dates specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence of the Contract unless a specific and binding date has been negotiated and signed by both parties in writing.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date or/of the proposal submitted, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Studio Barracuda does not have to reply nor work outside our business hours, which are as follows 9AM - 7PM Monday, Tuesday, Wednesday and Friday. Though replies and work can be possible outside of these hours.

BUSINESS AGREEMENT

SIGNATURES

On behalf of Studio Barracuda
LTD

Signature

Date

On behalf of client

Signature

Date

BUSINESS AGREEMENT

PRODUCED BY STUDIO BARRACUDA

MEDIA FROM A DIFFERENT POINT OF VIEW



Tegan
Kelly



Jack
Henderson



Fleur
Dyer