

ECHO ALFA LTD TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:
Business Day: a day, including a Saturday and Sunday but not public holidays;

CAA: the UK Civil Aviation Authority;

Commencement Date: has the meaning set out in clause 2.10;

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.8;

Contract: the contract between EA and the Customer for the supply of Goods and Services in accordance with these Conditions;

Customer: the person or firm who purchases the Goods and Services;

Deposit: as defined in clause 2.2;

EA: Echo Alfa Ltd, a company registered in England and Wales under company number 08140379 and whose registered offices are at Unit 1 Paragon House, 35 Lower Book Street, Ipswich, Suffolk, IP4 1AQ;

Flight Date: the scheduled and agreed date on which the Services are to be provided subject to the terms of this Contract;

Force Majeure Event: has the meaning given to it in clause 13.1;

Goods: the video footage and/or photography images recorded by EA for the Customer (or any part of them) set out in the Order;

Goods Specification: any specification for the Goods, including any relevant and reasonably achievable footage and/or photographs set out and agreed in writing between the Customer and EA in the Order;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, video footage, photographs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Order: the Customer's order for the supply of Goods and Services including any Deliverable, as set out in the Customer's purchase order;

Price: the total cost of Services payable by the Customer to EA as set out in the final invoice;

Quotation: a pre-Order document that is valid for 30 days from the date of the document that sets out the consideration required by EA (subject to permissions sought or costs outside EA's reasonable control) for EA to deliver the Goods and Services to the Customer;

Services: the services supplied by EA to the Customer as set out in the Order;

Site: the location where the Services are to be supplied.

1.2 **Construction.** In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(c) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(d) a reference to **writing** or **written** includes e-mails.

2. BASIS OF CONTRACT

2.1 The Customer and EA will discuss initial requirements for the Goods and Services.

2.2 If the Customer wishes to proceed, EA will issue an invoice to the Customer requesting payment to EA of a non-refundable deposit ('**Deposit**').

2.3 On EA's receipt of the Deposit, EA will carry out a pre-deployment survey ('**Survey**') to check the legality and achievability of the Customer's requirements and EA will share a summary of the results of the Survey with the Customer.

2.4 In the event the Customer does not wish to proceed with EA for the provision of Goods and Services after the Survey, the Deposit will not be refunded and each party's obligations to the other will terminate.

2.5 In the event the Customer does wish to proceed, an initial Quotation setting out the Deposit as a deduction from the Quotation amount and a copy of the Survey will be sent to the Customer.

2.6 Where EA does not require special permissions from the CAA, EA will provide the Customer with a questionnaire requesting further information including but not limited to specific Goods and Services required by the Customer.

2.7 Where EA does require special permissions from the CAA including but not limited to a UAS OSC permission (an unmanned aerial system operating safety case), the Customer will indemnify EA any and all costs directly incurred by EA thereto.

2.8 On receipt of the questionnaire, EA will provide the Customer with both an Order setting out the Goods and Services and the Booking Date and a final invoice based on both the Quotation and any additional Goods and Services requested by the Customer in the questionnaire. ('**Invoice**')

2.9 The Invoice will be due and payable to EA in cleared funds at least 7 days before the Flight Date.

2.10 The Order shall only be deemed to be accepted when the Customer pays the Invoice in accordance with clause 2.9 above and on which date the Contract shall come into existence ('**Commencement Date**').

2.11 The Contract constitutes the entire agreement between the parties.

2.12 The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of EA which is not set out in the Contract.

2.13 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.14 Any Quotation given by EA shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

2.15 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.16 EA reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

3. SUPPLY OF SERVICES

3.1 EA will carry out a weather forecast review using the Met Office at least 24 hours prior to the Flight Date.

3.2 In the event EA, in its sole opinion, deems the weather forecast conditions to be dangerous or otherwise unsuitable to carry out the Services, EA will not travel to the Site and both EA and the Customer will co-operate to reschedule an amended Flight Date.

3.3 If a Flight Date cannot be agreed between the parties under clause 3.2, EA will refund the Customer the Price minus the Deposit.

- 3.4 Where EA deems the weather forecast conditions to be suitable to carry out the Services, EA will further assess the Site to ensure the Services can continue as set out in the Order.
- 3.5 Further to clause 3.4, if, in EA's sole opinion, weather conditions or the Site are deemed unsuitable for carrying out the Services legally and/or safely, EA's decision will be final and:
- the Customer will pay EA travel expenses and pilot rates as set out on the Quotation; and
 - where EA and the Customer cannot reschedule or agree to reschedule the Flight Date, EA will refund the Customer the Price minus the Deposit (for the avoidance of doubt, no pilot rates or travel expenses will be refunded).
- 3.6 Once on Site, if EA are able to proceed with carrying out the Services, EA shall provide the Services to the Customer in accordance with the Order in all material respects subject to the following restrictions:
- EA will do its best to fulfil the Customer's requests on the Order, however this is fully subject to limitations of platforms and safety and legal requirements;
 - the Services will only be provided in accordance with the standard operational guidelines set out in the Air Navigation Order CAP393 Article 166&167;
 - EA will not fly beyond Visual Line of Sight (VLOS) which is defined as 500m horizontally and 400ft vertically;
 - EA will not fly within 50m of any persons, buildings, vessels or vehicles not directly under our control;
 - EA will only take off and land in a 30m area clear of any persons, buildings, vessels or vehicles not directly under our control; and
 - EA will comply with any and all data protection laws and regulations.
- 3.7 EA shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and EA shall notify the Customer in any such event.
- 3.8 EA warrants to the Customer that the Services will be provided using reasonable care and skill and in accordance with good industry practice.
- 4. DELIVERY OF GOODS**
- 4.1 EA shall deliver the Goods to the Customer in the format and to the location set out in the Order at any time after EA notifies the Customer that the Goods are ready or as otherwise agreed in the Order.
- 4.2 If no post production services are required by the Customer, EA may agree with the Customer delivery of the Goods on the Flight Date.
- 4.3 Any dates quoted for delivery of the Goods after the Flight Date are approximate only, and the time of delivery is not of the essence. EA shall not be liable for any delay in, or failure of, delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide EA with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If EA fails to deliver the Goods, its entire liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.5 If the Customer fails to accept or take delivery of the Goods within 30 Business Days of EA notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by EA's failure to comply with its obligations under the Contract in respect of the Goods:
- delivery of the Goods shall be deemed to have been completed at 9.00 am on the 31st Business Day following the day on which EA notified the Customer that the Goods were ready; and
 - EA shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If 60 Business Days after EA notified the Customer that the Goods were ready for delivery the Customer has not taken or otherwise accepted delivery of them, EA may use, resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5. QUALITY OF GOODS**
- 5.1 EA warrants that on delivery, and for a period of 12 months from the date of delivery ('**warranty period**'), the Goods shall conform in all material respects with the Order and any amends agreed thereto.
- 5.2 Subject to clause 5.3, if the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1, EA shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 EA shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - the defect arises because the Customer failed to follow EA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - the Customer alters such Goods without the written consent of EA;
 - the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, EA shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any replacement Goods supplied by EA under clause 5.2.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer.
- 6.3 On delivery of the Goods to the Customer, EA will grant a worldwide, non-exclusive, limited, royalty free licence to the Customer to use and reproduce the Goods for its intended purpose.
- 6.4 The Customer is strictly prohibited from selling the Goods to third parties or otherwise using the Goods as a form of consideration.
- 6.5 For any and all use of the Goods, the Customer will ensure there is a reference to any part or all of the Goods as being licensed from EA.
- 6.6 Echo Alfa will retain the title in the Goods and use such Goods without limitation.
- 6.7 The Customer shall accord EA credit on any use or reproduction of the Goods in the form "© [Date of creation of Goods] Echo Alfa Limited.
- 6.8 Such credit as set out in clause 6.7 are to be placed (in respect of photographs) as close as possible to the parameters of the Goods or (in respect of video footage) referenced in end of film credits.
- 6.9 The Customer shall, in exercising its rights under this agreement, comply with all applicable laws, regulations and codes of practice.
- 6.10 EA, being the sole owner of the Goods, asserts its moral right under Chapter 4 of the Copyright, Designs and Patents Act 1988 to be identified as the author of the Goods.
- 6.11 To the fullest extent permitted by law, EA shall not be liable to the Customer for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Customer's exercise of the rights granted to it under this agreement.
- 6.12 The Customer shall not grant sub-licences to third parties under this agreement.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

- (a) ensure that the terms of the Order and the Goods Specification are complete and accurate;
- (b) co-operate with EA in all matters relating to the Services;
- (c) indemnify EA for any and all unforeseen costs directly related to the Order including but not limited to additional charges imposed upon EA by the Site owner subject to EA informing the Customer of such costs before or on the Flight Date;
- (d) provide EA, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by EA to provide the Services;
- (e) provide EA with such information and materials as EA may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (f) prepare the Customer's premises for the supply of the Services; and
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

7.2 If EA's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ('Customer Default'):

- (a) EA shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays EA's performance of any of its obligations;
- (b) EA shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from EA's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) the Customer shall reimburse EA on written demand for any costs or losses sustained or incurred by EA arising directly or indirectly from the Customer Default.

8. CHARGES AND PAYMENT

8.1 The Customer will pay the Deposit to EA in accordance with clause 2.2.

8.2 The Customer will pay EA the Price and any other additional costs, including but not limited to daily fee rates, CAA charges and insurance premiums, in full and cleared funds at least 14 Business Days prior to the Flight Date or as otherwise agreed in writing between the parties.

8.3 The Customer will be solely and fully liable for payment of the Price to EA in accordance with these terms and the Order.

8.4 EA shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom EA engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by EA for the performance of the Services, and for the cost of any materials.

8.5 Time for payment shall be of the essence of the Contract.

8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ('VAT'). Where any taxable supply for VAT purposes is made under the Contract by EA to the Customer, the Customer shall, on receipt of a valid VAT invoice from EA, pay to EA such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.7 If the Customer fails to make any payment due to EA under the Contract by the due date for payment, then EA may, at its sole option, terminate the Contract or Otherwise suspend its Services until such payment is made in full and cleared funds. The Customer

shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. EA may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by EA to the Customer.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by EA.

9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on EA obtaining a written licence from the relevant licensor on such terms as will entitle EA to license such rights to the Customer.

10. CONFIDENTIALITY

10.1 A party ('receiving party') shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ('disclosing party'), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

11. LIMITATION OF LIABILITY:

11.1 Nothing in these Conditions shall limit or exclude EA's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.2 Subject to clause 11.1:

- (a) EA shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) EA's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount equal to the amount paid by the Customer to EA under the Order.

11.3 This clause 11 shall survive termination of the Contract.

12. TERMINATION

12.1 Without limiting its other rights or remedies either party may terminate the Contract by giving the other party written notice.

12.2 Without limiting its other rights or remedies, EA may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so;
- (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more

other companies or the solvent reconstruction of that other party;

- (d) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (e) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (f) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(c) to clause 12.2(e) (inclusive); or
- (g) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

12.3 Without limiting its other rights or remedies, EA may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.4 Without limiting its other rights or remedies, EA may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and EA if the Customer fails to pay any amount due under this Contract on the due date for payment, or EA reasonably believes that the Customer is about to become subject to any of them.

12.5 In the event the Customer terminates the contract under this clause 12 prior to the Price becoming due and payable, EA will not refund the Deposit to the Customer.

12.6 In the event the Customer terminates the contract under this clause 12 after the Price has become due and payable, EA will not refund the Deposit to the Customer and the Customer will remain liable to pay the Price and any other expenses agreed between the parties prior to the notice of termination being received by EA.

12.7 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to EA all of EA's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, EA shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. FORCE MAJEURE

13.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of EA including but not limited to strikes, lock-outs or other industrial disputes (but not involving the workforce of EA or the Customer), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13.2 EA shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13.3 If the Force Majeure Event prevents EA from providing any of the Services and Goods for more than 6 weeks, EA shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

14. GENERAL

14.1 Assignment and other dealings.

- (a) EA may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in

any manner any or all of its obligations under the Contract to any third party.

- (b) The Customer shall not, without the prior written consent of EA, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

14.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, or e-mail.

- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.3 **Survival of Terms.** The following clauses will survive termination: clauses 1, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14.

14.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.5 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

14.7 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

14.8 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by EA.

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

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