

Working with Jago: Terms & Conditions

1. Interpretations and definitions

- 1.1. The Client: the company or individual requesting the services of Jago
- 1.2. Jago: Lead Agency Ltd trading as Jago including all Jago employees, associated companies or affiliates
- 1.3. "Client Material" means any intellectual property, information or documentation provided or made available by the Client to Jago
- 1.4. "Confidential information" means any proprietary and non-public information belonging to a party which has been or may be disclosed to or obtained by the other party before or during their working relationship, whether such information is in writing or was obtained pursuant to discussions, and includes any intellectual property; underlying works; business, marketing or financial data; know-how and trade secrets; strategies; designs; plans; specifications; reports; customer lists; price lists; studies; computer software and code; databases; ideas; employee information; information about business partners, suppliers and service providers; or any material which contains or is generated from any such confidential information
- 1.5. "Consequential loss" means, in relation to a breach of these terms and conditions, any indirect loss or special damages resulting from such breach, including but not limited to loss of data, loss of profit, loss of revenue, loss of contractual opportunities, or loss of goodwill, regardless of whether or not the party committing the breach knew or ought to have known that such loss or damages would be likely to be suffered as a result of their breach
- 1.6. "End Product" means a defined end product to be created and produced by Jago in the format(s) chosen by the Client as part of or pursuant to the services provided by Jago
- 1.7. "Intellectual property" means rights to or in any patents, designs, copyrights, database rights, trade secrets, know-how, confidential information, trademarks (whether registered or unregistered), company names, trade names, domain names or any other rights, licences or pending applications for the registration of any such rights, anywhere in the world
- 1.8. "Pre-existing intellectual property" means any intellectual property which Jago owns or has rights to and which may be used to provide services and/or produce an End Product
- 1.9. "Prime rate" means the rate of interest charged by HSBC Bank on overdraft facilities offered to its private clients

- 1.10. “Underlying work” means any component or element included in or used to produce the End Product which includes but is not limited to any drawing or design, module, composite, dialogue, effect, function, icon, image, layout, overlay, palette, sound, storyboard, symbol, template, underlay, vector or other work
- 1.11. These terms and conditions cover all projects, services and jobs undertaken for our clients, agreed in writing or by email.
- 1.12. These terms and conditions may only be added to or amended by Jago with prior written confirmation

2. Acceptance and binding agreement

- 2.1. By accepting Jago’s quotation and through the Client’s use of Jago’s services, the Client agrees to be bound unconditionally by these terms and conditions. If the Client does not agree to be bound by these terms and conditions, they must immediately cease use of any and all of Jago’s services.
- 2.2. The contract and there terms and conditions may be amended by written and signed agreement of both parties.
- 2.3. The Client acknowledges that no warranties or representations are made by Jago, its employees or any of its other duly authorised representatives regarding its services or any of the features or qualities of such services on or before accepting these terms and conditions, except as contained within this Contract.

3. Services

- 3.1. Jago will provide services to the Client in accordance with the briefs given to Jago by the Client as and when they are provided.
- 3.2. All briefs from the Client should be recorded in writing and must clearly set out all of the Client’s requirements and expectations for the services to be provided or End Product to be delivered by Jago
- 3.3. Any changes to the Client’s brief must be confirmed in writing, including any changes to the nature, scope and timing of the services to be provided or any previously agreed pricing
- 3.4. The Client must ensure all Client Material provided to Jago as part of their brief or otherwise is correct and accurate
- 3.5. Jago is not responsible for any error/omissions or other concerns in finalised content; the Client is responsible for final checks before sign off of all work

- 3.6. Jago may subcontract or delegate its obligations to a suitable subcontractor, however Jago will remain liable for the performance of any such subcontractor
- 3.7. Jago will not be liable for any loss or inconvenience caused to the Client as a result of any delay in providing services, where the delay is caused by:
 - 3.7.1. The Client not providing Client Material to Jago within agreed timescales
 - 3.7.2. The Client changing the brief or any instructions/decisions previously agreed with Jago
 - 3.7.3. The Client failing to pay any amount owing to Jago or otherwise breaching agreed obligations
 - 3.7.4. The failure of a contractor nominated by the Client to deliver any service, good or licence required for the performance of Jago's services
- 3.8. Any changes to the pricing previously agreed by both parties which is caused by a delay which is the responsibility of the Client will only be payable by the client once it has been agreed upon with written confirmation from both parties.
- 3.9. Any video content produced by Jago will be made available for download by the Client. This will remain available for 3 months from the date of sign-off, at which point it will be removed. The Client is advised to retain their own copies of this content on an external hard drive for future use.

4. Jago Services

4.1. Phase One: DPLY Human

4.1.1 The process of DPLY Human takes a minimum of 4 weeks

4.1.2 The client may request to change a session by contacting Jago with at least 48 hours' notice. Changes will be made at the discretion of Jago.

4.1.3. The absolute time limit for completion of DPLY Human is 10 weeks from the signing of the contract. The client will be advised if they are nearing this deadline.

4.1.4 In the event that the 10-week deadline is reached, Jago reserves the right to cancel any remaining sessions or work. Incomplete work will not be provided to the client with the exception of assessment results for EQ & Strengths.

4.2. Storyteller Pro

- 4.2.1. The client is responsible for ensuring storyboards have been created and rehearsed. Locations sourced and agreed upon prior to filming dates.
- 4.2.2. Two rounds of amendments are available for each video. After this, no further amendments will be made.

4.3. Content Creator

- 4.3.1. A fortnightly 45-minute appointment will be agreed at the beginning of each contract.
- 4.3.2. The client may request to change a session by contacting Jago with 48 hours' notice. Changes will be made at the discretion of Jago. The client remains liable for a missed session where Jago is unable to accommodate adjustments.
- 4.3.3. Clients are guaranteed a set number of short-form posts per month over the duration of the contract. These may be provided in equal numbers each fortnight, or in bulk depending on the success of the meetings.
- 4.3.4. With this in mind, Jago reserves the right to cancel a session if the contract has been fulfilled. A minimum of 24 hours' notice will be given of any cancellation
- 4.3.5. Although Content Creator sessions will usually be with the same Storyteller, Jago reserves the right to provide a different Storyteller as necessary
- 4.3.6. As a general rule, the first month of a contract will be spent building up a bank of content without posting. This allows us to build a bank of posts around Content Pillars, which can then be used alternately going forward - thus relieving any pressure of publishing content on the spot

4.4. EQ Coaching

- 4.4.1. A monthly 2-hour session will be agreed upon at the beginning of each contract.

- 4.4.2. The client may request to change a session by contacting Jago with at least 48 hours' notice. Changes will be made at the discretion of Jago. The client remains liable for a missed session where Jago is unable to accommodate adjustments.
- 4.4.3. Although EQ Coaching sessions will usually be with the same Coach, Jago reserves the right to provide a different Coach as necessary
- 4.4.4. The client will be provided with points to consider each week ahead of their session. The client remains responsible for completing preparatory work before their regular session. The client remains responsible for any delays to coaching progress caused by not completing this preparatory work before each session

5. Fees and payment

- 5.1. All quotations issued by Jago are valid for 30 days. Once a quote has been signed and accepted by the Client, any additional work or services required by the Client will be quoted for and charged separately.
- 5.2. All fees quoted by Jago will be exclusive of VAT and any third party disbursements or expenses incurred by Jago on the Client's behalf.
- 5.3. All amounts due to Jago must be paid by the Client within the timeframe stated in the agreement above.
- 5.4. All payments must be made by electronic transfer or Direct Debit into Jago's designated bank account; funds will only be deemed to have been received once they are cleared in the account.
- 5.5. In the event the Client fails or refuses to pay any amount due to Jago by the due date, Jago is then entitled to:
 - 5.5.1. Immediately suspend or cease any further services to the Client.
 - 5.5.2. Charge interest on the overdue amount at the prime rate from the date that payment was due to the date payment is made, with both days included. Such interest will be

calculated daily and compounded monthly during the period that payment remains due

6. Ownership of intellectual property

- 6.1. *Client Materials.* All intellectual property in the Client Materials which is owned by the Client or in which the Client has rights, will remain the sole property of the Client. The Client hereby grants Jago a non-exclusive, worldwide, royalty-free licence to use, copy or adapt Client Materials for the purposes of providing services or delivering an End Product to the Client. By agreeing to work with Jago, the client agrees to Jago being able to share and publicise the work it does unless the client specifically states otherwise.
- 6.2. *New Intellectual property.* Unless otherwise agreed in writing between the concerned parties, all intellectual property created by Jago or any employee, agent or subcontractor of the Service Provider in the course of providing the services or producing the End Product for the Client, including any underlying works, with vest in the client up creation.
- 6.3. *IP warranty and indemnity.* Both parties warrant that no aspect of any intellectual property created, licenced or provided by either of them in connection with any services, End Products, underlying works, or Client Materials under this agreement will infringe any intellectual property rights or other proprietary rights of any third party. Each party indemnifies the other, at its own cost, against any costs, damages, and legal fees finally awarded in any legal proceeding arising from any claim for the infringement of any third party intellectual property rights, provided that the indemnified party notifies the indemnifying party of such claim within ten days of obtaining knowledge of it.

7. Marketing

- 7.1. The Client consents to Jago using its name, trademarks and a description of the services provided under its agreement in any marketing material or proposals, which Jago may wish to submit or distribute.
- 7.2. Consent may be removed at any time by emailing ryan@wearejago.com or hello@wearejago.com Jago will then cease to use this content.

8. Limitation of liability

- 8.1. No party will ever be liable, whether in contract, delict or otherwise, for any consequential loss arising from any breach of these terms and conditions.
- 8.2. Jago's total liability except for any indementies provided in these terms and conditions for any direct damages or loss, whether in contract, delict or otherwise, arising from the provision of any services or the delivery of any End Product to the Client, will never exceed, in aggregate, the total amount of fees payable to Jago by the Client for such services or End Product.
- 8.3. The Client's total for any direct damages or loss, whether in contract, delict, or otherwise, arising from this contract, will never exceed, in aggregate, the total amount of fees payable to Jago by the client under the contract.

9. Non-solicitation

- 9.1. During the Term of contract and for one calendar year after any termination of a contract, the Client will not directly or indirectly, on the Client's own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce any officer, director or employee to leave the Company.

10. General provisions

- 10.1. The agreement constituted by these terms and conditions, alongside the order form/quote above is the entire agreement between the parties.
- 10.2. No amendment or consensual cancellation of these terms and conditions and no settlement of any disputes, extension of time, waiver or relaxation or suspension of any of these terms and conditions will be binding unless recorded in writing and signed by both parties.
- 10.3. If any term or condition contained herein becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity or enforceability of the remaining terms and conditions will be affected or impaired.
- 10.4. These terms and conditions are governed by laws of England and Wales. Both parties consent and submit to the jurisdiction of any Courts of England and Wales having jurisdiction for the purposes of

any legal proceedings arising from or in connection with these terms and conditions.

- 10.5. Signing off the Cost Estimate constitutes a binding contract. This is accepted via written confirmation only
- 10.6. The signatory to these terms and conditions warrants that they are duly authorised by the Client to act on its behalf in signing, and should they not have such authority then, without prejudice to such rights as Jago may have at law, the signatory shall be held personally bound to this agreement.