

By completing and signing this Order Insertion Form the Buyer accepts advertising terms and conditions set out below.

Company name	
Company's postal address	
Telephone number	
Fax number	
E-mail address	
Website address	
Full name	
Job title	
Signature	
Date	

Advertising type	
Advertising size	
Description	
Position	
Advertising dates	
Fixed advertising rate	

International events | Research | Consultancy | News | Prices | Directory | Trading platform | Export & import

The following terms and conditions (“Advertising Terms and Conditions”) are deemed to be incorporated into each advertising Insertion Order accepted by Our Metals Ltd (“the Company”).

1. Definitions

“the Advertisement” means an electronic advertisement or series of electronic advertisements to be placed on the Website as more particularly described in the Insertion Order as agreed from time to time.

“the Buyer” means the person named on the Insertion Order who places with the Company the Insertion Order for the insertion of the Advertisement whether such person be the advertiser of the product or service promoted thereby or making the announcement therein (“the Advertiser”) or the Advertiser’s authorised advertising agency or media buyer;

“the Insertion Order” means the Insertion Order for the electronic publishing of the Advertisement accepted by the Company including, among other matters, the rate for the publishing of the Advertisement, technical specifications, copy and cancellation deadlines, the positioning of the Advertisement and appearance dates and into which the Advertising Terms and Conditions are deemed to be incorporated;

“the Website” means the website relating to Our Metals Ltd and its Associated Companies.

2. Grant

The Company agrees to electronically publish the Advertisement on the Website as specified in the Insertion Order in accordance with the following provisions.

3. Buyers warranties

3.1 The Buyer warrants that:

3.1.1 in relation to an Advertisement the Buyer contracts with the Company as a principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity;

3.1.2 it has the right to publish all of the contents of the Advertisement and can grant the Company such right, and that the reproduction and/or publication of the Advertisement by the Company as originally submitted or as amended pursuant to Clause 5 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Company liable to any proceedings whatsoever;

3.1.3 any information supplied in connection with the Advertisement is accurate, complete and does not contain anything which is defamatory obscene, false or misleading;

3.1.4 in respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;

3.1.5 in relation to any investment Advertisement, the Advertiser is, or its contents have been approved by, an authorised person within the meaning of the Financial Services Act 1986 or

the Advertisement is otherwise permitted under that Act and the Buyer has expressly notified the Company in writing of this;

- 3.1.6 each Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Union) for the time being in force or applicable in the United Kingdom or in any other territory where the Advertisement is to be shown and directed to the residents of that territory. The Buyer accepts responsibility for notifying the Company of any restrictions which should be placed on the display of an Advertisement in any territories. ;
- 3.1.7 all advertising copy submitted to the Company is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority in respect of electronic and online advertising and all other relevant industry codes of practice including such other codes as may apply to advertising in such other territories where the Advertisement is to be shown and directed to residents of that territory;
- 3.1.8 no hypertext link from any Advertisement to the Advertiser's Website will render the Company liable to any proceedings whatsoever and the Company will be promptly advised of any changes which would affect the functioning of the link and all necessary steps will be taken to correct any malfunction of any such hypertext link; and
- 3.1.9 any hypertext link from any Advertisement to the Advertiser's website will not affect any user of the Website's ability to click on the back button on the browser back to the Website.

4. Indemnity

The Buyer agrees promptly and fully to indemnify and keep indemnified the Company and hold the Company harmless against any and all expenses, damages, liability, claims and losses of any kind (including reasonable legal fees and costs) incurred by the Company in connection with any claims actual or threatened, of any kind (including, without limitation, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, breach of any statutory or regulatory duty, false or misleading advertising or sales practices) arising from an Advertisement and/or any material (of the Advertiser or otherwise) to which users can link through an Advertisement or as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these Advertising Terms and Conditions or implied by law and the indemnity may, without limitation, be claimed as a debt or liquidated demand. The Buyer warrants that it has sufficient funds and insurance to satisfy the indemnity given by it in this Clause.

5. Company's rights to amend and/or reject advertisement

- 5.1 The Company may, without derogation from the warranties contained in Clause 3, refuse or require to be amended any artwork, materials and copy for or relating to an Advertisement so as:
 - 5.1.1 to comply with the legal or moral obligations placed on the Company or the Buyer or the Advertiser; or
 - 5.1.2 to avoid infringing a third party's rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority, such other codes as may apply to advertising in such other territories where the Advertisement is to be shown and directed to residents of that territory or, the production and quality specifications

stipulated or referred to in the Insertion Order or within these Advertising Terms and Conditions.

- 5.2 The Company has the right at its absolute discretion to decline to publish, to omit, suspend, reject or cancel any Advertisement, Insertion Order, URL link, space reservation or position commitment or remove any Advertisement from any of the Company's properties, Website or any page on the Website. The contents of any advertisement are subject to the Company's approval. The Company does not undertake to review the contents of any Advertisements and any such review of and/or approval by the Company will not be deemed to constitute an acceptance by the Company that any such advertisement is provided in accordance with these Advertising Terms and Conditions nor will it constitute a waiver of the Company's rights hereunder.
- 5.3 The Company's Website disclaimers may include a notice to a person following a link from the Advertisement that the person is leaving the Website and the Company is not responsible for the content of the Website accessed by that link.
- 5.4 The Buyer acknowledges that the Company has not made any guarantees with respect to usage statistics or levels of impressions for the Advertisement except as may be set out and expressly consented to in the Insertion Order

6. Access to the website

The Company reserves the right to exclude access to the Website to persons accessing the Website via certain internet service providers if the domains of such internet service providers suggest that the persons are accessing the Website from a country where the displaying of the Website content may be unlawful.

7. Payment

- 7.1 The Buyer shall pay to the Company the rate set out in the Insertion Order for the publishing of any Advertisement including VAT (where applicable) on any amounts due.
- 7.2 The Company shall not be bound by a stop order or cancellation or transfer of any Advertisement unless it meets the requirements specified by the Company in the Insertion Order and any such instruction otherwise than prior to the deadline thereof shall not (even though it be followed by the Company) affect the Buyer's liability for payment for the Advertisement. The Company may treat as a cancellation the fact that the Buyer is deemed unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123 or is otherwise in breach of any of these Advertising Terms and Conditions.
- 7.3 In the absence of any other specific arrangement between the Company and the Buyer, payment in respect of the Advertisement (including any associated production and late copy) is due in advance of publication except where the Company has agreed to allow credit to the Buyer, in which case the due time for payment shall be 30 days from date of invoice.]
- 7.4 Full details of each remittance are to be supplied to the Company by the due time stated in the Insertion Order. Payment shall mean the receipt by the Company at its principal place of business (or elsewhere as it may direct) of cash or a cheque or at its bank of money transferred electronically or through the clearing banks' giro credit system.
- 7.5 The Buyer agrees to pay to the Company in respect of each Advertisement for which payment is not made by the due time:

- 7.5.1 interest on the amount paid late at the rate of 4% above the base rate of National Westminster Bank plc accruing from day to day (including the day on which payment was due) both before and after judgement.

any such additional charges are payable within 7 days following delivery of the Company's invoice particularising it.

- 7.6 In the event of any failure by the Buyer to make payment the Buyer will be responsible for all expenses (including legal fees), incurred by the Company.

8. Renewal

Except as expressly set out in the Insertion Order any renewal of the Insertion Order or acceptance of any additional advertising Insertion Order will be at the Company's sole discretion and the rates applicable to such renewal period are subject to change by the Company from time to time in its absolute discretion.

9. Positioning and licence

- 9.1 The Company is hereby granted a worldwide non-exclusive, fully paid licence to reproduce and display each Advertisement (including all contents, trademarks and brand features contained therein) in accordance the provisions of these Advertising Terms and Conditions.
- 9.2 Except as otherwise expressly provided for in the Insertion Order the positioning of the Advertisement on the Website or on any pages is at the discretion of the Company and unless otherwise stated in the Insertion Order the Company will not be prohibited from also carrying advertisements for any product or business competitive to the product or business of the Advertiser.
- 9.3 The Company does not warrant the date or period of insertion of the Advertisement or the wording given in the Insertion Order and does not warrant that the Advertisement will not be displayed after any end date specified.
- 9.4 The Company shall be entitled and the Buyer grants an express right to the Company to reproduce any part of the Website containing all or part of the Advertisement on any promotional or advertising material promoting or advertising the Website.

10. Provision of advertisement

- 10.1 The Buyer will provide all materials for the publishing of the Advertisement on the Website as set out in the Insertion Order (including Our Metals Ltd's specifications e.g. GIF files) and in accordance with any instructions, technical requirements or other specifications of the Company from time to time, including (without limitation) the manner of transmission to the Company and the lead time prior to publication of the Advertisement and the Company will not be required to publish any advertisement that has not been received in accordance with any such instructions, requirements and specifications [and reserves the right to charge the Buyer, at the rate specified in the Insertion Order, for material held by the Company pending receipt of acceptable materials from the Buyer which are past due] and the Company will not be liable for the loss or corruption of any materials provided by the Buyer, which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.

10.2 Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the Advertisement with the Company and the Buyer will indemnify the Company against any claim made by the Advertiser against the Company arising from the publication thereof.

11. Limitation of liability

11.1 If the Company fails to publish the Advertisement or deliver the number of impressions as provided for in the Insertion Order (or in the event of any other failure, technical or otherwise, of such Advertisement to appear as provided for in the Insertion Order), the Company's liability will be limited (at the option of the Company) to either:-

11.1.1 publishing the Advertisement (or a replacement Advertisement if provided by the Buyer) as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run and for such time as is necessary to generate a number of substitute impressions equal to the shortfall; or

11.1.2 refund to the Buyer that proportion of the amounts paid which relate to those advertisements and/or impressions which were not provided, or if the relevant amounts were not paid by the Buyer, agree that such amounts will not be due or payable.

11.2 In no event will the Company be responsible for any indirect, incidental, consequential, special or economic loss of any kind including without limitation loss of profits, business, contracts, revenues, goodwill, production or anticipated savings arising out of or in connection with the publishing of the Advertisement on the Website, any failure to publish the Advertisement in a timely manner or at all in accordance with the provisions of the Insertion Order or these Advertising Terms and Conditions or any other breach by the Company of the Insertion Order or these Advertising Terms and Conditions. Without prejudice to the generality of the foregoing, the Company attempts to provide a constructive interactive service on the Website but shall not be responsible for the acts, defaults, misconduct or negligence of any other registered users of the Website or any other advertisers on the Website.

11.3 The Company does not limit or exclude liability for death or personal injury caused by its negligence.

12. Entire agreement

These Advertising Terms and Conditions together with the Insertion Order set out the entire agreement and understanding between the parties and supersede all previous agreements, arrangements, understandings and commitments and the Buyer confirms that it is not placing the Insertion Order or accepting these Advertising Terms and Conditions or any of the arrangements contemplated hereby in reliance upon any representation or warranty not expressly set out herein (save that no liability for fraudulent misrepresentation is excluded by this provision).

13. No Assignment

The Buyer may not resell, assign, transfer, encumber or otherwise dispose of or subcontract any of its rights or obligations hereunder and any attempt to do so will entitle the Company to terminate this contract and any arrangements contemplated hereby immediately without liability on the part of the Company.

14. Confidentiality

In addition to the terms of any prior confidentiality or non-disclosure agreement entered into between the parties (which shall continue in force) the parties agree to keep the terms of the Insertion Order and these Advertising Terms and Conditions and any information (written, oral or in any other form) which is of a confidential nature concerning the business and affairs of the other party obtained hereunder strictly confidential and will not make any public statement regarding such terms and information except with the prior written consent of the other such consent not to be unreasonably withheld or delayed. This obligation shall not apply to any information which is in the public domain otherwise than as a result of breach of this clause, which is required to be disclosed by law or any regulatory or governmental body or which is provided to either party free of any obligations of confidence.

15. No Partnership

Nothing herein shall or shall be deemed to create any partnership or joint venture between the parties hereto.

16. Waivers

No failure or delay by the Company in exercising any right, power or privilege contained in these Advertising Terms and Conditions shall operate as a waiver thereof nor shall any single or partial exercise by the Company of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

17. Severability

If any one or more of the provisions contained in these Advertising Terms and Conditions shall be deemed by any Court or other competent authority to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Further Assistance

The Buyer agrees to execute and deliver to the Company as appropriate all such other documents, assurances and acts as may be reasonably necessary to fulfil the provisions of these Advertising Terms and Conditions or to carry into effect the intentions of the parties as expressed herein.

19. Force Majeure

Neither the Buyer or the Company shall be in breach of these Advertising Terms and Conditions or under any liability for any delay, loss, or damage caused wholly or in part by any act of God, governmental restriction, fire, flood, power failure, condition or control breakdown, malfunction in any telecommunication system computer service, link failures, power difficulties, telephone outages, network overload, default or failure of a third party, or by any other act, matter, or thing beyond its reasonable control.

20. Proper law and jurisdiction

These Advertising Terms and Conditions and the Insertion Order are governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts.

The Insertion Order

To include:

- Exclusivity
- Links
- Type of advertising – e.g. banner, tablets or download
- Hierarchy in relation to other advertisers
- Placing on site – Positioning and size according to agreement and placed on various pages of the website which shall contain a hypertext link to the Advertisers website.
- Date to appear, for how long?
- Rates – fixed fee calculated on a monthly or yearly basis.
- Cancellation terms – 30 days notice in writing
- Technical specifications and requirements – that Orders must be delivered at least 24 hours prior to the start of the campaign and the form in which Orders should be received.
- The Insertion order should also include a statement giving the following information:
- This Insertion Order is subject to the Advertising terms and conditions overleaf, and is subject to acceptance (including credit acceptance) by Our Metals Ltd.