



**FILM FIRST  
SECURITY LTD**

**Film First Security Ltd**  
3- Floor, Marlborough House  
298 Finchley Rd  
London N3 2SZ  
+44 20 8575 6639  
[filmfirstsecurity.com](http://filmfirstsecurity.com)

### **FFS Ltd - Subcontractor Agreement**

THIS AGREEMENT is made on the (date)..... BETWEEN

Film First Security Ltd, 3<sup>rd</sup> Floor, Marlborough House, 298 Finchley Rd, London, N3 2SZ (company number: (11022661) hereinafter called ("the contractor") of the one part and

(Name) .....

Of

(Home Address).....

(hereinafter called "the subcontractor") of the other part.

NOW IT IS HEREBY AGREED as follows: -

1. The subcontractor shall supply his/her services to the contractor as an independent subcontractor (until terminated by the contractor or subcontractor on notice subject to the provisions of Clause 9). Nothing contained in this agreement or observed in the manner of its implementation shall create or be construed as implying or created a relationship of master and servant or employer and employee between the contractor and the subcontractor. (The services provided are described).
2. The subcontractors shall not be bound hereunder or otherwise to render personal services to the contractor but may at his/her absolute discretion engage or appoint another person or other persons ("the substitute") to render the required services in his/her stead.
3. The subcontractor warrants that any substitute will perform the services described in this Agreement in a professional and workmanlike manner and using reasonable care and skill. Further, the subcontractor warrants that any substitutes will be of satisfactory quality and fit for any purpose for which they are intended (insofar as notified to the subcontractor).
4. The subcontractor shall be at liberty to supply his services to other contractors.
5. The subcontractor is not at liberty to supply their services directly to the Contractor's clients.
6. Neither the contractor nor any of the contractor's officers, employees or agents shall have or acquire any right of control over the subcontractor as, to the times at which or the methods whereby he/she performs the services required but these shall be rendered at such times and in such manner as the subcontractor shall decide subject only to the services being rendered within the Term set for their performance specified by the contractor.
7. The contractor shall make such progress payments to the subcontractor as are specifically agreed from time to time between the contractor and the subcontractor and such payments will retain the character of payments on account and in advance of the amount to be invoiced to the contractor by the subcontractor on completion of the performance of the required services and shall not acquire the character of wages salary or other emoluments however regular or equal to each other in amount the said payments on account might be. (Payment terms are contained in the Schedule). Any expenses incurred by the subcontractor in the performance of this Agreement shall be included on an invoice where it is agreed that such expenses should be recharged to the client.



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8. The subcontractor shall supply such tools, equipment and assistance as specified in the Schedule as may be necessary to perform the services required of him/her and the contractor shall neither have nor assume any responsibilities, obligations or liabilities in connection therewith either as regards the subcontractor or as regards any third party or parties and the subcontractor shall indemnify the contractor in respect of any claims arising in connection therewith including claims for loss, damages or personal injury.
9. In his/her performance of this Agreement, the subcontractor will at all times act in his/her own capacity as an independent subcontractor, and nothing contained herein may be construed to make the subcontractor an agent, partner or a joint venture of the contractor. The subcontractor will not be entitled to participate in any of the contractor's employee benefit plans, including pension, profit sharing, retirement, deferred compensation, welfare, medical, health, group, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.
10. The subcontractor shall be responsible for correcting any defective work caused by his/her actions or those of the substitute at his own expense and without further payment.
11. The subcontractor is under obligation not to provide any third party or parties or themselves with any photographic or publicity information associated with any production they are subcontracted to by the contractor.
12. This agreement shall terminate immediately on written notice by either party to the other.
13. Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement as provided by the Contracts (Rights of Third Parties) Act 1999.
14. The contractor shall not be under any obligation to offer work to the subcontractor and the subcontractor shall not be under obligation to accept any work, which may be offered.
15. The subcontractor acknowledges that all offers of engagement by the contractor are subject to the satisfactory completion of BS7858:2019 vetting standards.

AS WITNESS the hands of the parties the day and year first before written

On behalf of Film First Security Ltd – Toby Cook MD

(Registered address: 3rd floor, Marlborough House, 298 Regents Park Rd, London, N3 2SZ)

Please Sign.....

On behalf of PRINT NAME:.....



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### **Subcontractor Confidentiality Agreement**

This Subcontractor Confidentiality Agreement (the "Agreement") is made and entered into between Film First Security Ltd, a company registered under the laws of England, with its principal place of business at 3rd Floor Marlborough House, 298 Finchley Road, London, N32SZ (hereinafter referred to as the "Company"), and Name:....., an individual/organisation registered under the laws of England], with its principal place of business at Address:.....  
.....(hereinafter referred to as the "Subcontractor").

1. Purpose and Scope: The Company and the Subcontractor intend to collaborate on certain projects or services (the "Projects"). As part of this collaboration, the Subcontractor may have access to and come into possession of confidential and proprietary information belonging to the Company.

2. Confidential Information: Confidential information shall include, but is not limited to, any and all information related to the Company's business operations, trade secrets, client lists, marketing strategies, financial data, proprietary software, processes, and any other information that is not publicly available (collectively referred to as "Confidential Information").

3. Obligations:

- a. The Subcontractor agrees to keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the Company.
- b. The Subcontractor shall use the Confidential Information solely for the purpose of performing the Projects and shall not use it for any other purpose.
- c. The Subcontractor shall take reasonable measures to protect the Confidential Information, including but not limited to, maintaining secure storage, passwords, encryption, and restricted access.
- d. The Subcontractor shall not reproduce, copy, or duplicate any Confidential Information except as required for the purpose of performing the Projects.

4. Return of Information: Upon completion of the Projects or upon the Company's request, the Subcontractor shall promptly return or destroy all Confidential Information and any copies thereof in its possession, custody, or control.

5. Term: This Agreement shall commence on the date of signing and shall continue until the completion of the Projects, unless terminated earlier by the written consent of both parties.

6. Remedies: The parties acknowledge that any unauthorised disclosure or use of the Confidential Information may cause irreparable harm to the Company. In the event of a breach of this Agreement, the Company shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales.



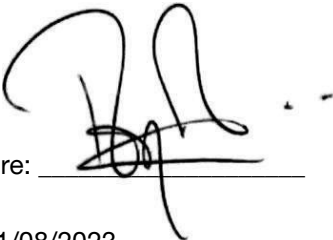
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8. Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied, oral or written, relating to the subject matter hereof.

By signing below, the parties acknowledge and agree to be bound by the terms and conditions of this Agreement.

Company: Film First Security Ltd

Signature: 

Date: 21/08/2023

Subcontractor (PRINT NAME):.....

Signature:.....

Date: .....

Please sign and return a copy of this Agreement to indicate your acceptance and commitment to maintain the confidentiality of the Company's Confidential Information.