

By accepting a cost estimate or quote from Contrast TV Productions, you agree to the following Terms and Conditions.

## VIDEO PRODUCTION TERMS AND CONDITIONS

Acceptance of a cost estimate or budget via email, whatsapp or even verbally, is seen as an agreement between the Client and Contrast TV Productions for the production of a digital media project, in accordance with the following Definitions, Obligations and Other Provisions.

### DEFINITIONS

Additional Shooting means any additional filming work requested by the Client including but not limited to; interviews, backstage footage, rehearsal footage.

Additional Post-Production means any additional post-production work over and above that which has been agreed as part of Contrast TV Production's estimate and included in the Budget & Remuneration.

Budget means the cost of the entire project and shall be based on (i) required Crew size (ii) number of days pre-production time (iii) cameras, digital recording equipment and lighting used (iv) number of Post-Production days required to produce one Draft Product and subsequently one Finished Product (v) additional costs for locations, equipment, performers, travel and accommodation costs and so on.

Casting means the process of assembling and selecting persons other than the Client who shall appear as performers in the video. This excludes members of the public who may appear in the video are not being explicitly filmed.

CGI means any visual digital effects work that forms part of the video, including but not limited to animation, titles, motion graphics, renders, effects and so on but excluding the filming of the 'green screen' part of the composite image.

Client means the persons or group of persons who have, by agreeing to the cost estimate, commissioned the Project.

Crew means persons sourced by Contrast TV Productions for the purpose of conducting the Shoot.

Draft Product means a clean edited version of the Project which is satisfactory completed according to the brief and considered as a working version of the project which shall be submitted to the Client for their approval, including a watermark and timecode.

Filming Equipment means the equipment required by Contrast TV Productions in order to undertake the Shoot, including but not limited to cameras and grip equipment.

Filming Day means a period not to exceed 10 (ten) hours in duration, inclusive of all meal breaks. A Shoot may last for one or more Filming Days but shall be deemed to last a minimum of one (1) Filming Day. Additional hours over this time when directly attributable to the Client may be liable to additional charges.

Filming Location means the location(s) of any filming which forms part of the Project. In the case of a Live Shoot, such venue is to be sourced by the Client and made known to Contrast TV Productions as early as possible. In the cases of a Studio or Performance Video, such location(s) are to be agreed between the Client and Contrast TV Productions prior to filming.

Finished Product means a clean edited version of the video which is approved by Contrast TV Productions and the Client. For the avoidance of doubt, the Project shall be deemed approved by the Client where the authorised Client representative has given their approval (either verbal or written) to the final Finished Product.

Grading means the process of enhancing the edited video by means of colour correction and application of filters. This process is undertaken to produce the desired 'look' to the video and will be done so to the satisfaction of the video Director, Director of Photography and Editor.

Multi-Picture Deal means an agreement that the Client undertakes to employ Contrast TV Productions on an agreed number of future projects, such an agreement to be contractually noted.

Photography as provided by Contrast TV Productions as an additional service. Client will receive digital copies of photographs upon completion of the project.

Post-Production means the capturing, logging and editing of the film captured during the Shoot. For the avoidance of doubt, Post-Production shall commence on the earliest available opportunity upon completion of the Shoot and last until the video is edited and the Finished Product authored to a satisfactory standard and approved by the Client. This process encompasses any Grading and CGI work where this has been specifically included in the Budget.

Pre-Production means the overall process of defining the parameters of the desired Finished Product (including but not limited to; meetings with the Client or their representatives, the organising of the Shoot (including assembling of Crew, location sourcing, project planning etc), Casting and any other activities prior to commencement of the Shoot.

Production Company means Contrast TV Productions cc.

Production Design means the process of defining the visuals of the desired Finished Product (including but not limited to; location, props, performers, make-up, costume).

Project means the work done by the Production Company including but not limited to; Pre-Production, the Shoot, Additional Filming and Post Production in order to achieve the Finished Product.

Remuneration means the fees paid by the Client to the Production Company in consideration of the Project, either in the form of cash, cheque or money transfer. This may or may not include expenses.

Shoot means the filming and digital recording process conducted for the purpose of producing a video, prior to Post Production. For the avoidance of doubt the Shoot shall commence on departure from the production office on the day/night of the first day of filming.

Treatment means the document defining the nature of the Finished Product (including but not limited to; type of video, 'look and feel', Shoot duration, camera angles, camera movement, narrative elements and themes, song breakdown, filming approach, use of colouring, filters, CGI and Grading).

Drones means any flying camera rig that is used for gathering images for the production.

## OBLIGATIONS

### Obligations of The Client

Upon acceptance of this Contract, the Client shall:

1. Agree to give the Production Company overall creative control of the Finished Product;
2. Agree to pay the Remuneration to the Production Company in a timely manner and in any case within the time period stated on the invoice, and further agree that the Production Company are not obligated to provide receipted details of expenses incurred, although the Production Company will make reasonable efforts to do so if requested in advance. The Client accepts that failure to pay the full Remuneration in a timely manner may result in late fees being levied by the Production Company, or possible subsequent legal proceedings to recover monies owed, and that the Client will be liable for any costs incurred by the Production Company as a result of such action;
3. Agree that, having provided, or been given an opportunity to provide creative input to the Project prior to and during the Shoot, any Client dissatisfaction with the Final Product on creative or artistic grounds does not constitute failure on the part of the Production Company to fulfil its obligations under this Contract, nor does it offer the Client grounds on which to refuse to pay the full Remuneration to the Production Company;
4. Be responsible for agreeing (a) Filming Location(s) for the Project unless otherwise specified and requested with the Production Company. Further, the Client understands that the Production Company will not film in any Filming Location unless permission to film has been obtained in advance and any Permits or Fees have been covered – such costs to be borne by the Client as part or additional part of the Remuneration;
5. Agree that the Production Company is not liable for any perceived deficiencies in the Final Product caused by filming difficulties with any Filming Location(s) or third party services (e.g. car hire, equipment, crew) hired and/or chosen by the Client. Further that the Client is liable for any additional costs incurred by re-shooting or Additional Shooting caused by such difficulties or the cancellation or postponement by such service provider(s);
6. Agree that, unless otherwise developed with the Production Company, they will supply the Treatment and the Production Design for the video prior to the Shoot and give the Production Company control to produce, direct and edit the Project according to the provisions therein. In the case that a specific Treatment is not drawn up for the video, or that the Client provides no input into the look and feel of the video prior to the Shoot, any suggestions by the Client as to the nature of the Finished Product cannot be guaranteed to be accommodated during Post-Production;
7. Agree that any requests for changes to the Treatment and the Production Design made after the signature of this Contract or approval of the Treatment cannot be guaranteed to be accommodated. This includes any suggestions made by the Client or its affiliates during the Shoot or Post Production, particularly the submission of additional or contradictory reference material;
8. Give the Production Company a reasonable amount of notice to allow a Crew to be formed – no less than two weeks prior to the start date of the Shoot;
9. Agree that the Production Company is responsible for Casting, unless informed otherwise and will source artists suitable, in the opinion of the Production Company, for the size and scope of the Project and according to the Client's requirements, where given. If the Client declines to be

involved in this process, or the Shoot itself, the Production Company cannot be held liable for any failures on the part of the artists to perfectly realise the expectations of the Client. This clause holds unless the Client has undertaken, through written agreement with the Production Company, to be wholly responsible for Casting;

10. Agree that the Client may not bring to the Shoot any person or persons who are not directly connected with the Shoot i.e. fulfilling a role within either Cast or Crew. Further, the Client agrees that the Production Company is within its rights to ask any person or persons to leave the Shoot set or location where it deems such action necessary for the smooth running of the Shoot;

11. Agree that the Production Company is not liable for any perceived deficiencies in the Final Product caused by actual or perceived deficiencies or imperfections in the physical attributes, facial expressions, wardrobe or performances of the Client or of artists, performers or extras selected, hired or brought to the Shoot directly by the Client or Production Company. Further that the Client is liable for any additional costs incurred by re-shooting or Additional Shooting caused by the actions of such artists, performers or extras;

12. Agree that the Production Company, before the shoot, will ensure that their equipment and that of any hired in, is in working order and up to standard prior to the shoot, however unforeseen technical difficulties can occur unexpectedly and whilst every effort will be made to deal with these on the day they cannot always be dealt with – this includes, but is not limited to batteries dying, camera errors, light bulbs blowing, power supplies failing, digital storage media failing – including but not limited to compact flash cards and SSD cameras;

13. Agree that where the Client has opportunity to attend the Shoot and monitor the aspects of the Shoot which it considers important, but fails to attend or draw attention to matters of concern, that the Production Company shall not be held liable for any perceived deficiencies in the Final Product;

14. Agree that the Production Company shall be allowed to re-schedule any part of the Shoot where foreseeable adverse weather conditions could impact either the filming schedule or the Finished Product;

15. Agree that the Production Company is not liable to bear the cost of any re-shooting where the need for such re-shooting has been caused by adverse weather conditions or such items beyond its control as, but not limited to; failure of the artist or any other performers to attend the shoot in a timely manner or to attend at all, cancellation or postponement by the Filming Location(s).

16. Agree that the Production Company is not liable for any perceived deficiencies in the Final Product caused by the late arrival of the Client at the Shoot, or unscheduled absences from the Shoot, nor is the Production Company obligated to make any efforts to compensate for any such lost time. Further, the Production Company is not liable for any perceived deficiencies in the Final Product caused by the Client's failure to approve any re-shooting when offered or suggested by the Production Company;

17. Agree that any time lost during the Shoot as a direct result of Client actions may have a direct impact on the amount of filming that is possible, and the Production Company reserves the right to alter the shot-list or filming schedule as a result;

18. agree that failure to attend the shoot on the part of the artist or key Client individuals, without due notice being given of non-attendance, which results in the loss of a filming day, or rescheduling or abandonment of the Project, shall result in additional fees being levied by the Production Company;

19. Agree that the Main Client Contact / Client Representative as declared above shall bear responsibility for decision making by the Client or its affiliates. The Production Company will not operate under any direct instruction given by person or persons who are not signatories of this

Contract, nor is the Production Company responsible for any disagreements between the Client and any Third Parties as a result of its actions. Further, that the Production Company will not bear any costs arising from any additional work which is required as a result of the interference of third parties;

20. Agree that, at minimum, the Main Client Contact shall be available for consultation during Post-Production, so that the Finished Product may be completed in a timely manner, respective of the Production Company's schedule or by any deadline required by the Client, failure to do so will result in the Production Company taking creative decisions on behalf of the Client;

21. Agree that the Production Company shall only commence Post Production upon receipt of the appropriate pre-agreed part of the Remuneration;

22. Agree that the invoice outlines the Post Production time allocated as per the Remuneration and this includes solely the edit itself and any Grading the Production Company deem appropriate, or has previously discussed with the Client. Any additional work not requested, outlined, planned for and paid for before the Shoot commences, will not be undertaken by the Production Company unless additional monies are paid by the Client in advance. Such work may include but not limited to; CGI, additional Grading, audio reworking, remixing or re-mastering, physical blemish and imperfection removal, additional Post Production work over and above any set of changes included within the Remuneration;

23. Agree that they may not be present during the Post-Production phase that delivers the Draft Product, unless such permission has been expressly granted by the Production Company, and that any such involvement will incur Post-Production delays and the costs of this will be borne by the Client;

24. Agree that during Post Production, the Production Company is not obliged to undertake any audio editing of the music track provided by the Client. Any such audio editing requested will either be at additional cost to be borne by the Client, or the work must be undertaken by the Client;

25. Agree that upon completion of the Draft Product, which the Production Company deem acceptable for distribution, the Client will receive a watermarked and time coded preview copy to view and, if necessary, send one list of suggested changes which will be considered by the Production Company and, where possible, carried out;

26. Agree that the Draft Product is not available for public viewing and any parties connected with the Client may only view it subject to the express permission of both the Client and the Production Company;

27. Agree that any Post Production work, primarily Grading or CGI, carried out by parties other than Contrast TV Productions will only be undertaken when the Draft Product has been approved and any requested edit changes made i.e. when the edit is 'locked'. Any changes required to the Project after this outsourced work has been completed will be at cost to be borne by the Client – this includes any further Grading or CGI;

28. Agree that any Grading or CGI work undertaken will be as defined by the Client and the Production Company and that the party undertaking such work will be acting on their best understanding of the instructions given to them. The Client understands that such work is carried out on a time-and-materials basis, and once the Budget limit for this work has been reached, any rework will be at additional cost to the Client. As such it is important that the Client has a clear vision of what is required and that this is adequately communicated;

29. Provide any photo gallery images, logos or additional material required for the completion of the Finished Product and do so in a timely manner so as not to adversely impact the Post-Production schedule, further, agree that any perceived deficiencies in the Finished Product

caused by deficiencies in the above material are not the responsibility of the Production Company. The Production Company reserves the right to refuse to include any such material provided in the Project, specifically video footage produced by parties other than the Production Company;

30. Agree that in the event that the Finished Product, completed to the best abilities and to the satisfaction of the Production Company and to the agreed Treatment, is not acceptable to the Client, any reworking or remaking subsequently requested to the Project, whether this be Additional Filming or Additional Post-Production, shall be at an additional cost borne by the Client and paid in advance of the commencement of this additional work. This includes additional re-edits (however significant) over and above the single set of changes which the Client are allowed to request to the Draft Product to make the Finished Product. This also includes re-edits where the Client has reversed a previous decision or direction given to the Production Company;

31. Agree that they are not entitled to display or distribute any copies of the Project, whether it be the Finished Product or other versions or segments of the Project, until full Remuneration has been received by the Production Company, unless explicitly agreed otherwise in writing between the parties;

32. Agree that the Production Company will not provide copies of the project on Hard Drive, or the original recorded media, until all necessary Remuneration has been received from the Client;

33. Agree that the Project or raw materials thereof, shall not be released to the Client for work to be carried out on it, without written consent of Contrast TV Productions;

34. Agree that the Production Company accepts no liability for failure to deliver the completed Project on any requested date due to unavailability of the Client for consultation on filming, editing or review of the Project. Further, the Client agrees that the Production Company may not be held liable for any consequences to the Client, including but not limited to; loss of revenue or publicity, missed deadlines or future opportunities, where such consequences are a result of the Client's failure to comply with the terms of this Contract. Further, the Client agrees that the Production Company may not be held liable for any consequences to the Client where the Production Company has materially fulfilled the terms of this Contract;

35. Agree that material relating to the Project may appear on the Production Company's website and that the Production Company legally holds the copyright to the material at all times, unless bought out by the Client at a mutually agreed cost;

36. Should the video be posted on the Client's website, the Client agrees to credit the Production Company and provide a link to the Production Company's website. The Client is entitled to host the video (the Finished Product), or clips thereof, on their own or their business partner(s) website, but in this case are obligated to credit the Production Company for its work.

37. Agree that neither this Contract nor the Production Company offers any guarantees as to the likelihood of the Finished Product receiving TV or web exposure.

38. Ensure that that the Shoot will be covered by Employees Liability Insurance for the Crew and Public Liability Insurance for any individuals directly involved in the Shoot.

39. Should the Client elect to supply staff, employees, suppliers or any other participants to appear on camera during filming and to appear in the finished production, the Client shall be responsible for ensuring that such participants have fully consented to appear in the Finished Product and also consent to exposure of such Product.

## Obligations of the Production Company

Upon acceptance of this Contract, the Production Company shall:

1. Source a Crew suitable, in the opinion of the Production Company, for the size and scope of the Project. The Production Company reserves the right to change the nominated Crew prior to the Shoot, for operational reasons, and no financial recompense is offered to the Client in this eventuality;
2. Arrange and schedule the Shoot based on all the information available at the time. Contingency will be made for adverse weather conditions where appropriate;
3. Produce, direct, shoot and edit the Project to a high standard in order to produce the Finished Product. The Project will be shot in either HD,UHD or 4K format, depending on your projects budget or unless otherwise specified;
4. Agree to show the Draft Product to the Client or the Main Client Contact to receive approval or have changes requested. For the avoidance of doubt, this procedure forms one of the days of the Post-Production time period allocated and paid for by the Client as part of the Remuneration. The Production Company reserves the right to watermark and timecode this footage so as to prevent unauthorised usage or duplication;
5. Supply one digital master copy of the Finished Product to the Client. The Production Company is liable to provide replacement copies in the event of verifiable technical problems with original copy. Further copies on different formats shall be made available to the Client, if desired, at further cost to the Client.
6. The Production Company is not obligated to provide copies of the Finished Product on other formats or media. Such arrangements may be made separately and any additional costs incurred by the Production Company shall be borne by the Client.
7. Agree to provide clips of footage from the Project (where requested), for use on the Client's website;
8. Retain the original recorded media (digital tape, digital recordings etc.) and keep this for a period of not less than twelve calendar months from the start date of the Shoot, and shall own the copyright within said original recorded media and edited product. Copies of the full recording to own all copyright shall be made available to the Client upon request, but at additional cost ("buy out") borne by the Client. Unless requested earlier, after a period decided by the Production Company, the Client shall have the opportunity to purchase the original recorded media for a mutually agreed price. Notwithstanding the above, where the Client has not purchased the original recorded media within a period of eighteen months from the start date of the Shoot, the Production Company reserves the right to dispose of it;
9. Agree to, where explicitly requested by the Client, refrain from undertaking any publicity or communication regarding either the Project or the Client. Such publicity may include but not be limited to; posting information about the project on any of the Production Company's website or affiliated web pages, discussing matters regarding the contract with individuals outside of the Production Company, distributing Draft or Final copies of the Project to unauthorized persons before any agreed date, disclosing the Project's budget to other clients or individuals outside the Production Company, revealing any information which may have a detrimental impact on the image of the Client;

10. where a performance is being filmed, advise any audience that filming is taking place and therefore by entering the concert venue, all observers and fans of the Client shall be deemed to have given their consent to be featured in the video;

## OTHER PROVISIONS

### i. Costs, Payments & Expenses

1. In the event that the Remuneration is to be paid in a single instalment, the Production Company will invoice the Client prior to the Shoot and the Post Production will not commence until the invoice has been paid. In the event that the Remuneration is to be paid in two instalments, the first instalment will be payable prior to the Shoot and the balance of the Remuneration will be payable upon the Client's approval of the Final Product, or if the project is not finished within 30 days after the completion of the Shoot, a further  $\frac{1}{4}$  of the total budget will be payable with the final  $\frac{1}{4}$  payable upon approval of the finished edit, whichever is the earlier. In the event that the Remuneration is to be paid in three instalments, the first instalment will be payable prior to the Shoot; the second instalment will be payable upon completion of the Shoot and before Post Production commences, and the balance of the Remuneration will be payable upon the Client's approval of the Final Product, or if the project is not finished within 30 days after the completion of the Shoot,  $\frac{1}{2}$  of the remaining  $\frac{1}{3}$  of the total budget will be payable with the final  $\frac{1}{2}$  of the final  $\frac{1}{3}$  upon approval of the finished edit, whichever is the earlier. In any case the Production Company will not proceed to the next stage of production until a payment due has been made and will not, in any cases, make the Final Product available to the Client until the full Remuneration has been paid.

2. During Pre-Production, the Production Company shall not incur expenses including but not limited to; travel expenses, hire of Filming Equipment or Filming Location(s), unless it has been reimbursed for such costs in advance by the Client and/or its representatives.

3. Expenses that can be claimed as part of the Remuneration shall include costs incurred for any meals taken by the Crew during the Shoot or during travel to and from the Shoot, where such travel is taking place at such a time as would reasonably be expected to cover a mealtime.

4. Should the amount of agreed expenses be insufficient, the Production Company reserves the right to be reimbursed for any additional expenses incurred in relation to completion of the Project, and be paid these prior to the delivery of the Finished Product.

5. Should the Project be terminated at any stage, any costs or expenses incurred by the Production Company up to the point of termination are not refundable to the Client.

6. The Production Company is not liable to commence the Shoot until initial cleared funds have been received from the Client, unless a written agreement between both parties exists to the contrary. As such, the Production Company reserves the right to cancel the Shoot without financial penalty to itself, and the Client is liable to bear any costs associated with this cancellation, where such cancellation is a direct result of the Client's failure to make Remuneration by the deadline specified in this Contract or the Client's invoice.

7. Upon final approval of the Project, the Client is liable to settle the final invoice in a payment time frame as declared on the invoice. Failure to pay in a timely manner may result in late payment charges being levied by the Production Company, such charges not to exceed the original Remuneration.



8. The Production Company is not liable to supply a definitive final version of the Finished Project until all cleared funds have been received from the Client, unless a written agreement between both parties exists to the contrary.

9. Further failures by the Client to pay invoices or be available for consultation regarding payment difficulties may result in further action being taken by the Production Company. Such action may include but not be limited to; disposal of all original footage, removal of all web-based material related to the Project, withholding of further deliverables, or legal proceedings. Such action overrides all related clauses within this Contract.

## ii. Travel & Accommodation

1. The Production Company shall employ such means of travel as are most appropriate for the size of the Crew, the amount of Equipment travelling, and geographical and itinerary concerns. The Production Company shall seek to minimise travel expenses payable by the Client, whilst taking account of comfort and security concerns whilst in transit.

2. The Production Company shall have the right to select or veto any choice of accommodation which is provided. Accommodation is on the basis of 1 person per room unless otherwise agreed.

## iii. Project Duration & Deadlines

1. Prior to signature of the Contract the Production Company shall estimate the amount of time required to complete all aspects of the Project, including the amount of filming days required (the Filming Days). The Production Company reserves the right to alter the number of Filming Days required should the original estimate prove to be unrealistic, subject always to the Remuneration section of this Contract.

2. The original Remuneration includes provision for only one set of changes between the Draft Product and the Finished Product. Should the eventual Post-Production time be over and above that originally estimated by the Production Company, where the additional time required is directly attributable to requests for rework or Additional Post Production by the Client, the Production Company reserves the right to charge an additional fee in respect of the extra periods of Post-Production.

3. Any deadlines required by the Client must be recorded in this Contract. The Production Company is not obligated to meet any other deadlines imposed after the signature of this Contract or any deadline which subsequently becomes hard to meet based on delays borne by the Client. If the Client wishes to shorten the originally agreed Post-Production timescales, this 'fast-track' service will be at additional cost to be borne by the Client, and such an arrangement will be agreed in writing.

4. The delivery of the Finished Product as described represents the end of the Production Company's obligations under this Contract. Further copies of the video of any kind required by the Client fall outside the scope of this Contract and as such the Production Company is not obligated to provide them unless at cost.

5. Should any changes requested by the Client be incorporated in the Finished Product but against the wishes of the Production Company, the Production Company reserves the right to remove their name from the video and create a "Directors Cut" for use exclusively on their website.

6. The Project will be deemed to have been completed when the Client has paid the remainder of the agreed Remuneration and then receives the Finished Project.

7. In the event of outstanding contractual or invoice disputes with the Client regarding other Projects, the Production Company reserves the right to suspend work on this Project until such contract disputes are resolved.

#### iv. Delays & Cancellations

1. In the event that the Shoot is delayed after signature of this Contract due to reasons directly attributable to the Client, the Production Company reserves the right to levy additional charges, the total of which shall not exceed the original Remuneration, in recompense for any costs or losses incurred.

2. If the Client or its nominated Main Client Contact is unavailable for consultation during the Project, or alters the terms of the Project to the extent that the Production Company is unnecessarily inconvenienced, the Production Company reserves the right to levy additional administration charges, such charges not to exceed the original Remuneration. Such actions on the part of the Client may be but not be limited to; cancellation or repeated postponement of meetings at the Client's request, failures or excessive delays (ie: 1 week or more) to respond to written, electronic or telephone communication necessitating excessive expense on the part of the Production Company, postponement of the agreed Filming Day(s), or delay in providing agreed deliverables required by the production company as stated elsewhere in this Contract.

3. In the event that Post-Production or the completion of the Finished Product is stalled for more than 30 days due to reasons directly attributable to the Client, the Production Company reserves the right to levy additional administration charges, the total of which shall not exceed the original Remuneration.

4. If the Client wishes to terminate the Project early, due to exceptional circumstances or breaches of this Contract, this must be agreed in writing with the Production Company.

5. In the event that the Project is cancelled after signature of this Contract and prior to the commencement of the Shoot at the request of the Client (or for reasons described in clause v. below), the Production Company reserves the right to retain (or be paid, if not already paid) up to 30% of the agreed original Remuneration (the total including any expenses and subcontract costs). Such charges are in recompense for any costs or losses incurred by such actions as, but not limited to; work conducted prior to cancellation, any supplemental administration work incurred by the Production Company, loss of revenue due to rejected business opportunities. The Production Company will pursue legal means to recover such monies if necessary.

6. In the event that the Project is cancelled after signature of this Contract, after commencement of the Shoot and prior to the commencement of Post-Production at the request of the Client (or for reasons described in clause v. below), the Production Company reserves the right to retain (or be paid, if not already paid) up to 60% of the agreed original Remuneration (the total including any expenses and subcontract costs). Such charges are in recompense for any costs or losses incurred by the Production Company including for that of work conducted prior to cancellation including that of time spent on the shoot itself. The Production Company will pursue legal means to recover such monies if necessary.

7. In the event that the Project is cancelled at any stage during Post-Production at the request of the Client, the Production Company reserves the right to retain (or be paid, if not already paid) up to 80% of the agreed original Remuneration (the total including any expenses and subcontract costs). Such charges are in recompense for any costs or losses incurred by such actions as, but not limited to; work conducted prior to cancellation, expenses and hire costs incurred, fees due to subcontract parties, any supplemental administration work incurred by the Production Company. The Production Company will pursue legal means to recover such monies if necessary.

8. In the event that the Project is delayed due to reasons directly attributable to the Client, the Production Company, having set aside time to complete the Project under the original timescales, (ie: 30 days after the shoot) is not obligated to meet any original deadline, nor will the Production Company inconvenience other Projects and customers by attempting to make good any time lost due to actions on the part of the Client. Any deadline requested by the Client which the Production Company is unable to meet due to delays and reasons attributable to the Client, will be endeavoured to be kept to but no guarantee can be made when other work is being carried out.

9. In the event that a Multi-Picture Deal is terminated by the Client prior to the completion of the full number of Projects agreed upon as part of the Deal, the Client is obligated to pay the Production Company a 'buy-out' fee equal to 15% of the total sums already paid to the Production Company as part of the Deal. Such a fee also applies in the case that the Client fails to complete the Deal within the time period specified as part of the Deal.

#### v. Safety & Conduct

The Production Company has the right to take any measures it sees fit in order to safeguard the Crew and Filming Equipment at all times. The Production Company is not obliged to undertake any shooting not previously agreed during the Pre-Production stage.

The Production Company has the right to suspend and/or cancel any Shoot should it reasonably believe that any parties associated with the Client are under the influence of drink or drugs of any kind. Furthermore, any abusive or threatening behaviour – both physical and verbal – towards any person or persons involved in the Shoot and the Project will not be tolerated and may result in suspension and/or cancellation of the Shoot. This also applies both before and after the Shoot and includes but is not limited to phone calls, emails or text message conversations and content.

Further, the Production Company will not tolerate any slanderous or defamatory comments, either verbally or written, and reserves the right to suspend work on the Project in such cases, and be paid all monies due by the Client up to the point of suspension.

#### vi. Royalties / Profit

The Production Company and the Client agree that both parties shall be legally entitled to royalties on the work carried out by them, including the commercial sale of material and broadcast airplay. It is envisaged that a separate agreement will be drawn up and signed alongside this one, to determine and agree the best way of selling the product(s), informing both parties of the number of product(s) sold and collecting and distributing the monies. Should the Client wish to "buy out" the Production Company to ensure all royalties are theirs, a separate contract will be drawn up and a mutually agreeable amount worked out.

#### vii. Rights / Consents

All song credits must be submitted to the Production Company prior to Post Production for inclusion in the Finished Product. If covers are performed, the Production Company reserves the right not to include any such material in the Finished Product, so as to prevent potential copyright issues arising which could lead to the involvement of lawyers for the record label and Clients to whom the covered song belongs.

It is envisaged that the agreement of this Contract shall have mutual benefits for both the Production Company and the Client, as follows;

a) The Client shall own the rights to all the songs written by them and the sound recordings in the film and usage, dissemination and broadcast of these songs.

b) Both the Production Company and the Client shall have joint rights to produce, sell, publicly exhibit, lease, license, hire, market, publicise, distribute, exhibit, diffuse, broadcast, adapt and reproduce mechanically, graphically, electronically or otherwise howsoever by any manner and means (whether now known or hereafter devised) the Finished Product including any Photography by the Production Company. Any third party wishing to exercise any of such rights may do so only at the sole discretion of the Production Company and the Client.

The Client's rights and those of any third parties only apply in the case that the Client has concluded payment of the Remuneration. Other versions or segments of the Project, including the Draft Product, are excluded from these rights.

Both the Production Company and the Client shall have the right to use footage and Photographs at any time, place or event of their choosing. This includes but is not limited to screenings to; fans, record labels, managers, record company representatives or any person associated with the music industry. The Production Company may use clips and Photography from the Project on their website to promote their work and that of the Client, unless this has been expressly forbidden in writing by the Client.

c) The Production Company should be credited at all times, where possible. This includes any mention of the video on websites, web logs ("blogs") or releases containing the video. Any photography used should be properly credited to the Production Company and photographer. Web links to the Production Company should be present where possible where the Client is using the video. Likewise the Production Company agrees to credit and link to the Client on their website where possible.

d) All rights relating to the Copyright, Designs and Patents Act of 1988 and any other moral rights are shared between the Production Company and the Client and cover any legislation now existing or in the future enacted in any part of the world.

e) The Client may agree to purchase sole rights to the material – such an agreement to be separately drawn. This includes Photography for usage other than online in conjunction with the Project. Posters, Photo Prints, CD Sleeves etc will require a separate buyout option.

f) The Production Company shall own all rights to photographs taken by the Production Company or its Crew during the Project unless photography is a specified, paid additional service for the Client. The use of such photographs by the Client or its affiliates without the permission of the Production Company, and without due credit or remuneration being given, is forbidden.

#### viii. Liability

The Production Company shall not be liable for any loss of or damage whatsoever to any clothing or other personal property of anyone involved in the Project.

The Production company shall not be liable for the loss of any filming equipment or facilities belonging to crew, through actions of the same crew, hired to complete work on the production. It is the responsibility of the crew to insure their own gear.

The Production Company does not take any responsibility for drones being flown without the relevant permissions or licences. All fines issued for the production with respect to filming, including drones, will be the responsibility of the client to pay.

The Production Company shall not be held liable for any legal costs or penalties resulting from public or private exposure of the Production or Project by the Client, where permission has not been authorised or obtained by the Client for public exposure of participants or persons appearing in the video. It is the responsibility of the Client to ensure that all relevant participants have provided written approval and consent to appear in the video.

#### ix. Notices

All notices served upon either party by the other shall be delivered by hand at or sent by post or by facsimile or email addressed to the respective address herein before contained or any subsequent address duly notified and if delivered by hand shall be deemed to have been served five days after posting and if sent by facsimile shall be deemed served 24 hours after receipt of the facsimile (and facsimile notice shall be confirmed by post).

#### x. Headings

Headings used in this document are for information only and do not form part of any contract.

#### xi. Miscellaneous

This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings whether written or oral pertaining thereto and cannot be modified except by a written addendum signed by a duly authorized member of the Production Company and of the Client.

Nothing contained in this Agreement shall or shall be deemed to constitute a partnership or a contract of employment between the parties. It is an agreement to hire the services of the Production Company.

This Agreement shall be construed in accordance with and governed by the laws of South Africa whose courts shall be the courts of the competent jurisdiction.

Rights of Third Parties Act (1999) excluded.

#### xii. Events Out of Control Of The Parties (Force Majeure)

The Production Company shall not be held liable by the Client where the Project is delayed, cancelled or materially affected due to the occurrence of an unforeseen event which is not within the control of either party. Such Force Majeure events shall include but not be limited to; Acts of God, unsuitable weather conditions, unsuitable location previously chosen by the Client, unforeseen technical difficulties, loss of material or equipment due to fire, theft or similar Force Majeure event.

In the event of an occurrence of Force Majeure, the party affected shall inform the other party within a reasonable timeframe in order that every effort may be made to reschedule the Project. It is understood and agreed that any such unforeseen event shall not relieve the Client of their obligation to pay the Production Company the Remuneration for work completed up until the event occurred.