

# TERMS AND CONDITIONS

## 01. SCOPE

These terms and conditions are applicable for any project, or work carried out by First and Ten Productions LLC or First and Ten Productions LLC FZ. These conditions also apply to any jobs that are linked to FTEN X membership and or FTEN X Academy products. Throughout this document any of these companies or services will be referred to as 'FTEN'. All products and services of FTEN are listed in Schedule A of this agreement.

## 02. INVOICES AND PAYMENTS

- A. Unless agreed otherwise in writing, 50% of the invoice must be paid on raising the invoice ('advance') (before production and in some cases pre-production). On completion of post-production, the balance 50% must be paid before any hand over of assets, including but not limited to images and video footage. In relation to specific contracts or productions, these figures or terms may be varied as set out in the respective agreement, which can be compiled and binding in an email form.
- B. In circumstances where the client is offered a discount, the client will be required to pay an advance exceeding 50% of the invoice.
- C. FTEN may also invoice through First and Ten Productions LLC FZ for any of their services. Which includes line items or products called FTEN X or FTEN X Academy or other subsequent names. (FTEN X [Product Name])
- D. All cheques must be made payable to First and Ten Productions LLC or First and Ten Productions LLC FZ, depending on the invoice.

## 03. DEFAULT IN PAYMENT

In the event of any default by the client in payment of raised invoices, First and Ten Productions LLC or First and Ten Productions LLC FZ ('FTEN') has the right to withhold assets until such payment has been received.

## 04. CANCELLATION OF SHOTS

- A. Cancellation of shoots 48 hours before project date will attract a cancellation fee of AED 2,000 per crew member billed for in the production or 50% of the total approved budget, whichever amount is lower.
- B. If a deposit has been paid, then any expenses, which includes but not limited to, external crew or kit booking/s that have been accrued towards the project will be deducted from the said deposit, and the balance will be returned to the client, provided the client has informed FTEN about the cancellation 14 days after the advance has been received for the said project.
- C. Post the 14 day window, the entire advance deposit is non-refundable.
- D. This fee also applies if the project/shoot is rescheduled or postponed due to a fortuitous event, act of God, unforeseen occurrence, permit cancellation or denial by the authorities, any other activity that renders the performance of a shoot impracticable, illegal or impossible.

## 05. ADDITIONAL CHARGES

- A. FTEN will liaise with the client on any charges relating to the production, which falls outside of the original invoice or quotation. Once any additional charges have been agreed with the client, a variation or overages order will be raised.
- B. Any such additional charge is owed despite any discrepancy in the client's original PO or email confirmation of engaging FTEN (Purchase Order or confirmation on email) provided that this is mentioned in writing to the client.

## 06. LATE PAYMENT PAY

- A. If the advance, balance or full payment is not received within 60 days of the invoice date, FTEN will automatically charge a late payment fee that shall accrue daily from the due date of the invoice at a rate equivalent to 30% per annum.
- B. Also, there shall be an administration fee of AED 50.00 per phone call or another mode of communication such as e-mail and AED 300.00 per hour for time spent investigating and following up delayed payments.
- C. Under a circumstance where a credit management service ('agency') is engaged by FTEN to follow up on the debt, a further invoice will be raised for the wasted administration time chasing the payment. The estimated fee that will be charged is AED 1,500.00 per day calculated from the day of engaging the agency.

## 07. INTIMATION OF CLIENT'S REQUIREMENTS

The client's requirements must be clearly provided to FTEN in writing before commencement of work. FTEN will endeavor to obtain as much information to carry out the work. In some cases, if the job goes beyond agreed terms, then an additional overage invoice may be raised and shall be payable by the client (as per point 5 on additional charges).

## 08. WORKING HOURS

- A. Unless otherwise agreed, working hours for the project shall not exceed 8 hours per day.
- B. Any additional hours will incur a charge of AED 300.00 per hour per crew member.
- C. Once the extra hours exceed 4 hours, the cost for another day will be charged. This does not include additional fees for any hired equipment, cast, venue(s) or prop(s).
- D. Travel days (in the event of spending the day travelling to a location that has no production time assigned to it) are charged at a half-day rate if within 6 hours. If the time exceeds 6 hours, then a full day is billable.
- E. Recce scouts, pre-light preparation and pre-rig preparation days are charged at half-day rates if within 6 hours. If the time exceeds 6 hours, then a full day is billable.
- F. FTEN office hours are 9:00 A.M. to 5:00 P.M. (GMT +04:00) Abu Dhabi, Muscat time, from Sunday to Thursday unless notified otherwise. Crew members may answer enquiries and operate outside of these hours, but this is not guaranteed.

## **09. CALL TIME**

- A.** If the shooting location is within a 40-kilometre radius from the FTEN office, then the crew call time is the time to be on set.
- B.** If the shooting location is outside a 40-kilometre radius from the FTEN office, then the crew call time will start from the time of departure from the FTEN office.

## **10. WRAP TIME**

- A.** If the shooting location is within a 40-kilometre radius from the FTEN office, then wrap time is the time of wrap on set.
- B.** If the shooting location is outside a 40-kilometre radius from the FTEN office, then wrap time is the time of arrival back at the office, De-rigging is wrapped (finished) once the truck's doors are closed. (Vehicle loaded with equipment and crew, ready for departure).

**11.** For health and safety reasons, production is to provide a minimum of 8 hours of turnaround time from wrap until next call time, unless otherwise agreed with all production crew and cast booked.

**12.** From the ninth consecutive working day (on one project), a minimum of one lay day must be provided to all crew, which is to be charged to the client as a regular full working day.

## **13. ROUGH CUTS AND EDITS**

- A.** FTEN will provide the estimated time to complete the initial off-line edit ('Rough Cut'). This is regularly/ customarily charged at a daily rate of AED 3,000.00, unless this Rough Cut cost has been factored into the delivery of the finished product.
- B.** The initial edit draft is sent to the Client for approval or suggested changes. The first round of changes and additions are considered to be free and included as part of the original post-production cost.
- C.** The second round of changes and additions is then charged at an hourly rate of AED 400.00 per hour spent on implementing the said changes.
- D.** Colour grading or correcting and audio mastering or adjusting is also charged at AED 300.00 per hour.
- E.** Any issues and problems must be submitted to FTEN within seven days of receipt of final content and assets. If no claim is made within this period, then the client is deemed to have accepted the final content and assets at the agreed rate, and the payment is due.

## **14. CALL TIME**

- A.** The finished product can be encoded and delivered in any format required. However, this must be conveyed at the brief and quotation stage of each job.
- B.** If more cut down variations or a range of sizes is additionally requested at the post-production stage, then overages and an additional invoice may be payable by the client.

## **15. DELAYED SUBMISSION**

Should such a delayed submission occur, the client will be advised on which information or request is deemed unsuitable, and must amend said information or request. If the client can provide an adequate reason to use this information or request, its inclusion may be considered by FTEN.

## **16. LIABILITY**

- A.** FTEN cannot be held liable for any loss or damage caused to the client as a result of third party action or failure.
- B.** FTEN cannot be held liable to any party for any errors on the project, on any medium, after the client has agreed and confirmed in writing that the content is correct and accurate and eligible for posting, publishing and broadcasting on any medium.
- C.** FTEN shall be under no liability if it is unable to carry out any provision of the contract for any reason beyond its control including, but not limited to, an act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency, the client may, by written notice to FTEN, elect to terminate the agreement and pay for work done and materials used but subject thereto shall otherwise accept delivery when available. If any allocated resources are held up on a job due to reasons beyond FTEN as the case may be, control, then the client is responsible for paying the going hourly rate of that service and resource.

## **17. SECURITY ARRANGEMENT AND SHOOTING PERMIT**

The client shall provide appropriate security arrangements for any filming inside or outside of the United Arab Emirates unless this is a requested service by the client.

## **18. AMENDMENTS**

- A.** Client contracts may be modified by agreement in writing at any time to add or delete services to suit the client's needs better. Clients must identify the partners of FTEN as the case may be, who are then required to agree or reject in writing to the changes.
- B.** If a project requires additional content, this becomes, in effect, an amendment to the contract. A change will be made to the original contract and, once approved, becomes contractually binding on all parties to the agreement. If there is no specific contract signed between FTEN and client and an additional content is required, then both parties must confirm their acceptance of such addition via email and such addition shall be binding on all parties
- D.** Email correspondences shall be sufficient to suggest changes to agreements for the form and content of projects.

## **19. WRITTEN CONFIRMATION OF CLIENT**

FTEN will not commence work on any project until the client has provided a signed purchase order or equivalent signed document. A confirmation written e-mail received by FTEN from a person of authority in the client company is also acceptable.

## **20. INTELLECTUAL PROPERTY**

- A.** In consideration of, and subject to, the final payment of full fees due to FTEN by the Client, FTEN shall assign to the client, with joint title guarantee with the production house, to all the distribution rights of the final production only. Rushes are not included. (Raw camera files).
- B.** All ideas presented and assets created by FTEN are under the intellectual property of FTEN. All rushes, project files, music files and photographic files remain under the ownership of FTEN under authorship copyright referred to as the 'first owner of copyright' under the Federal Law No. 7 of 2002 on Copyrights and related rights. A release fee of an agreed percentage of the final production budget must be approved either in advance or prior, at the author's discretion, for release of all production rushes, project files, music files and photographic files. All renders are co-owned by FTEN and the Client.
- C.** FTEN shall fully own all content designed, edited, created or filmed by FTEN or the supplier it hires. FTEN and the client will jointly own the assets that are handed over to a client. However, the assets must not ever be separately sold or handed over to a third-party production company or person without the express permission of FTEN. In cases where an external NDA is to be signed by FTEN, the terms of this document shall supersede the terms of such NDA in the event of any conflict of provisions.

## **21. CONFIDENTIAL INFORMATION**

- A.** Any confidential or proprietary information which is acquired by FTEN from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law or to adhere and perform its obligations concerning the project.
- B.** The foregoing provision shall not apply to (i) information which is in the public domain other than as a result of a breach of a confidentiality obligation by the disclosing party, (ii) information which is required (at the advice of counsel or court) to be disclosed under applicable law, (iii) information which the disclosing party can show by written evidence was known to such party prior to its disclosure to the disclosing party, or (iv) information which can be shown by written evidence to have been independently developed by the disclosing party.
- C.** If required, FTEN, will sign and adhere to the conditions of the confidentiality agreement used by the client after reviewing the terms of the said confidentiality agreement. However, this information must be informed from the beginning in writing as sensitive information and must not conflict with clause 20 (c) in these terms and conditions.

In the event of FTEN receiving confidential information, an NDA specific to that project must be sent and signed, as well as viewed by a lawyer of choice by FTEN.

## **22. PRE-FIXED TIMELINE BY CLIENT**

Any contract requiring FTEN to work to specific deadlines provided within the written agreement will be deemed to include a clause that the client will make themselves available to communicate with FTEN its employees or agents, as necessary. If the client fails to be prompt with communication resulting in the deadline being missed, FTEN will not be liable to any fault in completing the work on time.

## **23. DISPUTE RESOLUTION**

Any dispute arising out of the client's engagement of FTEN for its services will be referred to DIFC Courts for adjudication. By engaging FTEN, the Client agrees to the exclusive jurisdiction of the DIFC Courts legal matters will fall under the DIFC Courts ruling in the United Arab Emirates.

## **24. SELF MARKETING**

FTEN has the right to share and publish any content captured by it for self-marketing and promotion, provided that any clause does not prohibit such promotion in the project agreement between FTEN and the Client. Any sensitive project or production that prevents us from gathering this material must be made clear in writing ahead of the shoot.

## **25. COMPLAINTS**

Should the client have cause to make any complaint about the service or programmes of FTEN the complaint, if put in writing, will be acknowledged by FTEN, within 14 days and, a detailed reply will be issued to the client within a further 28 days after that. In cases of complaint, all relevant work, including but not limited to invoice and original materials, should be returned to FTEN.

## **26. MEETINGS AND CONSULTATION**

Initial consultation meeting costs are regularly free of charge but in certain circumstances will be inclusive in the agreed quotation. Any further meetings which involve travel beyond 40 kilometres round trip will be charged at AED 00.75 per mile and an hourly rate of AED 250.00.

## **27. MUSIC**

All productions include music bought or sourced online. Depending on the platform that the music is in, a quotation is always an estimate, and depending on the final upload location, a license can be provided upon request. This will need to be paid for by the client. If the client makes no request, then FTEN is not responsible for any infringement on any music used in production. The reason being is the license must be issued depending on the platform it is uploaded to.

## 28. STORAGE

- A. FTEN is not responsible to host or hold any content that exceeds 12 months past the project date. If storing content beyond 12 months is required, then extra fees may apply based on the size of content stored.
- B. The cloud or method of delivery used to hand over the soft assets is not a long term solution of storage and is only meant of the initial distribution of assets.
- C. Any loss of content from the cloud is not liable to FTEN unless that client is paying for that service every month.

## 29. CONTENT BACK UP

- A. If FTEN is given a storage device from any third party or client, it is not responsible for the contents on that drive. It is the responsibility of the third party or client to back up any such contents. FTEN is only responsible for the content FTEN has shot or is hired to look after.
- B. FTEN and its employees shall take reasonable care to preserve contents and assets/final work and prevent its loss. Nevertheless, FTEN shall not be responsible for any loss of data, content or assets should such loss arise despite reasonable care, due to reasons beyond the control of FTEN. In such events, the client shall not raise any claim against FTEN for damages, be it incidental or direct, or loss of opportunity arising out of such loss.

## GENERAL TERMS AND CONDITIONS APPLICABLE SPECIFICALLY TO FTEN X AND FTEN X ACADEMY / OTHER FTEN X PRODUCT

01. All previously mentioned terms and conditions still apply for any services, new products or sub-brands
02. FTEN X and any other subsequent product names may be invoiced through First and Ten Productions LLC or First and Ten Productions LLC FZ. FTEN X is not a company but is a service provided by FTEN.
03. Specifically to FTEN X members unless agreed otherwise in writing, 100% of the invoice must be paid on raising the invoice before any work is carried out. (unless otherwise agreed in writing) The failure to do so may result in the cancellation of the shoot and loss of membership.
04. Any FTEN X projects that have been paid for are non-refundable past 30-days after receiving the content. To be eligible for a refund, the client must have utilised the content and or the client should raise a concern about that content immediately upon receiving it.
05. With regards to any online course filmed, FTEN X cannot guarantee any sign ups. It is the job of the client to sell their online course. FTEN X is only responsible for advising on how to do this.

06. The Bronze package does not include editing, which means we hand over un-edited RAW/JPEG files and video rushes. These are known as 'Selects'. The term 'Selects' simply means we will remove all the content that typically wouldn't be used in final delivery. (For example, incorrect exposure, duplicate images etc.) What you are left is with all the best bits which will streamline the editing
07. In conjunction with the FTEN X packages, we also have a range of Add Ons to enhance any production. These are also discounted from our regularly FTEN services and are only available at this rate, to exclusive FTEN X members.
08. The add on 'Paid Media Support' fee excludes the individual advert(s) cost.
09. The add on 'Organic Content Support' fee reduces to 50% after the first month. Both prices are an estimate and will depend on the marketing strategy.
10. The FTEN X packages is a monthly content retainer; however, there is no long term monthly commitment. To cancel, there is a one-month notice period required or the cancellation fee of one month to exit immediately.
11. If there is a cancellation within 24 hours of the shoot from FTEN X Member's side, then the member cannot re-schedule, and our cancellation policy above applies.
12. After the closing email, any additional work is paid for separately. (including changes to the current course)

## SCHEDULE A

### LIST OF PRODUCTS AND SERVICES

First and Ten Productions: The core business which primarily focuses on Video, Photo, Animation and Line Production Services. Its sub products are:

- FTEN X: A monthly content production service.
- FTEN X Academy: Online community centered around supporting business owners through live interviews and webinars.
- FTEN X Activation: Online course that helps people create courses themselves.
- FTEN X Evolve: Premium course creation service.