

# TERMS AND CONDITIONS

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#### **01. SITE OPERATION**

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The Laws of the United Arab Emirates shall govern the use of the Site and the Terms of Use, without regards to conflict of laws principals. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in U.A.E. We will not trade with or provide any services to OFAC and sanctioned countries.

#### **03. MULTI-CURRENCY PRICED TRANSACTION**

The displayed price and currency selected by you, will be the

same price and currency charged to the Card and printed on the Transaction Receipt. Visa or MasterCard debit and credit cards in AED will be accepted for payment.

#### **04. PERMITTED USE**

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If you use FIRST AND TEN PRODUCTIONS LLC FZ Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your account from any devices, and you agree to accept responsibility for all activities that occur under your account or password. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section. **NO COMMERCIAL USE.** This Site may not be used by you for any commercial purposes such as to conduct sales of merchandise or services of any kind. You must obtain FIRST AND TEN PRODUCTIONS LLC FZ's prior written consent to make commercial offers of any kind on the Site, whether by advertising, solicitations, links, or any other form of communication. FIRST AND TEN PRODUCTIONS LLC FZ will investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing the offending communication from the Site and barring such violators from use of the Site. **LINKS AND SEARCH RESULTS.** The Site may automatically produce search results that reference and/or link to third party sites throughout the World Wide Web. FIRST AND TEN PRODUCTIONS LLC FZ has no control over these sites or the content within them. FIRST AND TEN PRODUCTIONS LLC FZ does not guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive.

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**INDEMNITY.** You agree to indemnify and hold FIRST AND TEN PRODUCTIONS LLC FZ, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or relating to your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site, or your breach of the Terms of Use.

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You agree that you shall waive all claims and have no recourse against FIRST AND TEN PRODUCTIONS LLC FZ for any alleged or actual infringement or misappropriation of any proprietary rights in any communication, content or material submitted to FIRST AND TEN PRODUCTIONS LLC FZ. Any communication or materials you send to FIRST AND TEN PRODUCTIONS LLC FZ will be treated as non-confidential and non-proprietary and may be disseminated or used by FIRST AND TEN PRODUCTIONS LLC FZ for any purpose, including, but not limited to, developing, creating, manufacturing or marketing products or services.

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**SEVERABILITY.** If any provision of the Terms of Use is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Headings & section titles in this Agreement are for convenience and do not define, limit, or extend any provision of this Agreement.

## **06. PAYMENT TERMS**

Unless agreed otherwise in writing, 50% of the invoice must be paid after terms of a quote/contract are agreed. On completion of filming, a further 25% of the invoice must be paid immediately, with the outstanding balance of 25% paid on completion. In relation to specific contracts, these figures or terms may be varied as set out in the respective contract.

For invoices over AED 6,000, First and Ten Productions LLC will issue an invoice for payment as each sum becomes due, to be paid within 30 days of invoice date or by date agreed with the client.

First and Ten Productions LLC will liaise with the client on any charges relating to the production, which falls outside of the original invoice/quote. Once any additional charges have been agreed with the client, a variation order will be raised.

If payment is not received within 30 days of the invoice date, First and Ten Productions LLC will automatically charge a late payment fee accruing on a daily basis from invoice due date at a rate equivalent to 30% per annum. In addition, there will be an administration fee of AED 50 per phone call or other communication and AED 300 per hour for time spent investigating late payments.

Payment may be made through bank transfer, cheque or cash.

All cheques must be made payable to First and Ten Productions LLC.

The client's requirements must be clearly provided to

First and Ten Productions LLC in writing before commencement of work.

## **07. PAYMENT CONFIRMATION**

Once the payment is made, the confirmation notice will be sent to the client via email within 24 hours of receipt of payment.

## **08. REFUND POLICY**

Refunds will be done only through the Original Mode of Payment. Refunds will be made back to the payment solution used initially by the customer. Please allow for up to 45 days for the refund transfer to be completed.

## **08. CANCELLATION POLICY**

For invoices under AED 6,000, First and Ten Productions LLC require full payment in advance. Cancellation of shoots 48 hours prior to project date will attract a cancellation fee of AED 2,000 per crew member billed for in the production or 50% of total approved budget, whichever amount is lower. If a deposit has been paid, then any expenses that have been accrued towards the project will be deducted from said deposit and the balance will be returned to the client. This fee also applies if the project/shoot is rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of a shoot impracticable, illegal or impossible.

## **PRE-PRODUCTION**

Pre-production rates are charged at an hourly rate of AED 250. First and Ten Productions LLC will liaise with the client to establish a pre-production forecast and create a bank of hours. Should the pre-production bank of hours get within 10% of completion, First and Ten Productions LLC will inform the client in order to agree on/to any additional hours.

## **PRODUCTION**

Filming hours per day are agreed to be no more than 8 hours. Any additional hours will incur a charge of AED 300 per hour per crew member. Once this extra time exceeds more than 4 hours, another day will be charged. This does not include additional costs for any hired equipment, cast, venue(s) or prop(s).

If the shooting location is within a 40 km radius from the First and Ten Productions LLC HQ, then the crew call time is the time to be on set. If outside a 40 km radius, then the crew call time will start from the time of departure from the First and Ten Productions LLC HQ.

If outside a 40 km radius from the First and Ten Productions LLC HQ, then wrap time is the time of arrival back at HQ. De-rigging is wrapped once the truck's doors are closed.

Travel days are charged at a half day rate if within 6 hours. If the time exceeds 6 hours, then a full day is billable.

Recce/pre-light/pre-rig days are charged at half-day rates if within 6 hours. If the time exceeds 6 hours, then a full day is billable.

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.

From the seventh consecutive working day onwards per project, a pro-rata weekly rate of 1.5x will be charged.

## **POST-PRODUCTION**

First and Ten Productions LLC will estimate a time to complete the initial off-line edit (Rough Cut). This is regularly/customarily charged at a daily rate of AED 3,000, unless this (Rough Cut) cost has been factored into the delivery of the finished product.

The initial edit is sent to the client for approval or changes.

The first round of changes are considered to be free and included as part of the original post-production cost.

The second round of changes and/or additions is then charged at an hourly rate of AED 400 per hour spent implementing said changes. Colour Grading and Mastering is charged at AED 300 per hour.

The finished product can be encoded and delivered in any format required. However, this must be conveyed at the brief/quotation stage of each job.

Should such a submission occur, the customer will be advised on which information was deemed unsuitable, and requested to amend said information. If the customer can provide adequate reason to use this information, its inclusion may be considered by First And Ten Productions LLC.

First and Ten Productions LLC and its associated companies Togethia LTD and Togethia Media LTD cannot be held liable for loss or damage caused as a result of third party action or failure.

The client shall provide appropriate security arrangements for any filming inside or outside of the United Arab Emirates for which First and Ten Productions LLC provides crew and/or equipment and such arrangements shall be notified to First And Ten Productions LLC in writing in advance of travel to that jurisdiction.

First and Ten Productions LLC cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published or broadcasted.

Client contracts may be modified by agreement in writing at any time to add or delete services in order to better suit the client's needs. Clients must identify the directors of First and Ten Productions LLC, who are then required to agree or reject in writing to the changes.

If a project requires additional content, this becomes, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding.

Email correspondence shall be sufficient to prove changes to agreements for the form and content of programmes.

First and Ten Productions LLC will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client. If First and Ten Productions LLC acquires in writing on an email from a position in power of a company then this is also acceptable.

In consideration of, and subject to, the final payment of full fees due to First and Ten Productions LLC by the customer, First and Ten Productions LLC hereby assigns to the client with joint title guarantee with the production house to all the distribution rights of the final production only. This will depend entirely on where the video is uploaded to and must comply with point 31. All rushes, project files, music files and/or photographic files remain under the property of First and Ten Productions LLC under authorship copyright referred to as the 'first owner of copyright' under the 1988 Copyright, Designs and Patents Act. A release fee of an agreed percentage of the final production budget must be agreed either in advance or prior at the author's (IVP) discretion for release of all production rushes, project files, music files and/or photographic files, etc.

Any confidential or proprietary information which is acquired by First and Ten Productions LLC 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. This only applies if said information is not already in the public domain. If required, First and Ten Productions LLC will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

Any contract requiring First and Ten Productions LLC to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with First and Ten Productions LLC, its servants or agents, as necessary.

First and Ten Productions LLC office hours are 9.00 a.m. to 5.30 p.m. (GMT +04:00) Abu Dhabi, Muscat, Sunday to Thursday unless notified otherwise. Crew members may answer enquiries and operate outside of these hours, but this is not guaranteed.

Any issues and/or problems must be submitted in writing to First and Ten Productions LLC within 7 days of receipt of goods. If no claim is made within this period, then the client is deemed to have accepted the goods/project at the agreed rate and the payment is due.

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

First and Ten Productions LLC shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) 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 First and Ten Productions LLC elect to terminate the contract 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 First and Ten Productions LLC's control, then the client is responsible to pay the going hourly rate of that service/resource.

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Initial consultation meeting costs are regularly free but in certain circumstances will be inclusive in the agreed quote. Any further meetings which involve travel beyond 40 kilometers round trip will be charged at AED 0.75 per mile and at an hourly rate of AED 250.

All productions include music which is for licensed use by Togethia Media Services, a working partner with First and Ten Productions LLC, which is under the EDM District and Monstercat Media label on YouTube. Occasionally, First and Ten Productions LLC may use content originally composed by Togethia Media Services, in addition to other artists outside of EDM District. However, this is only done with prior written approval. In these instances, usage restrictions handed down from the artist may interfere, which is outside of First and Ten Productions LLC's control.

All productions composed with Togethia Media Services, EDM District and/or Monstercat Media music can only be uploaded to a YouTube channel partnered or governed by Togethia Media Services, EDM District and/or Monstercat Media and must carry the appropriate credits and links in the video description and idea itself where applicable.

Videos that are to be embedded on sites will carry a link hosted by one of these channels to maintain the agreement with the label, unless otherwise specified in writing. Use of material containing such content outside of the areas detailed in these terms and conditions will be subject to agreement on a case-by-case basis.