

TEN. I Production Terms and Conditions

TERMS AND CONDITIONS OF COMMISSIONING AND USAGE OF VIDEO PRODUCTION FROM CREATED BY TEN LTD.

1. Definitions & General Terms

In these Terms and Conditions the words 'TEN. I Digital Production Agency' 'TEN.' 'we' 'us' 'our' and 'ours' refer to Created By TEN Ltd., a UK registered limited liability company. The words 'client' and 'customer' refer to the party who commissioned and/or funded the work and any person or organisation acting on their behalf.

These Terms and Conditions apply to all video and associated audio product created by TEN. I Digital Production Agency, including all moving and still images and sound recordings of whatever form.

2. Pre-Production Requirements

It is the Client's responsibility to obtain all necessary permissions including but not limited to performances, branding, trademarked goods and logos, use of intellectual property, imagery, sound recordings and any other copyrighted material which will form part of the final video production.

No liability will be accepted by TEN. I Digital Production Agency for and delays or failure to deliver the agreed product if caused by any element which is the Client's responsibility.

Where copyright material is provided by the Client for incorporation into a TEN. product, permission must be obtained from the original copyright owner / material provider.

The client undertakes to indemnify TEN. I Digital Production Agency against any future possible claims, disputes, expenses or costs arising from the use of such material, without time limit.

A full production brief must be signed off by the Client before production work begins.

3. Production and Post-Production

All works undertaken will be as per TEN. I Digital Production Agency's written quotation based upon the agreed production brief. It is the Client's responsibility to ensure that this is thoroughly read and understood prior to booking. Any amendments or additional days filming will be charged at our current daily rates.

Clear access for video and sound capture shall be arranged and managed by the Client. If filming venues are being organised by the Client, it is the Client's responsibility to ensure that our production crew and supporting personnel have clear access to all relevant locations required throughout the day. Delays in production as a result of inadequate access or facilities may incur additional charges.

TEN. I Digital Production Agency takes Health & Safety matters seriously and we reserve the right in all instances to remove any of our personnel and / or equipment from a location if we deem it to be unsafe or if our crew are subjected to abusive or aggressive behaviour. In such circumstances the Client will be fully liable for any costs incurred or subsequently arising as a result. TEN. I Digital Production Agency will observe the site safety rules at all times and will liaise with the appropriate Responsible Person(s) named in the production brief.

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4. Insurance

TEN. I Digital Production Agency carries public liability insurance cover of five million pounds. A copy of our insurance certificate can be provided on receipt of a request to our offices. Extended or upgraded specific project insurance cover can be provided if required upon request, provided this is agreed at the time of booking and included in the production brief.

5. Adverse Weather Conditions

In the event of inclement weather which in our opinion would pose a risk to health & safety of our personnel or equipment or has the potential to prevent successful video or audio capture, we reserve the right to change the date or time of filming to a more suitable date or time.

6. 'Client Delays'

In the event of filming being delayed or aborted due to the Client's failure to adhere to the agreed dates, times, access, facilities, organisation or any other matter specified in the production brief, we reserve the right to re-schedule the affected days of filming and to charge for any additional costs which arise. No refund or credit will be given in respect of costs associated with the delayed or aborted original filming day(s).

7. Changes to the Filming Schedule

In the event of the Client wishing to change or cancel the filming date we require a minimum of 4 weeks' notice. Failure to comply will result in the Client becoming 100% liable for all costs associated with the originally scheduled dates.

8. Equipment Substitution

In the event that TEN. I Digital Production Agency experiences equipment failure or technical difficulties, all efforts will be made to find suitable replacement equipment and/or personnel so as not to delay filming or adversely impact upon the project quality or delivery. The equipment used on the day of filming will be at the discretion of the senior member of the film crew, and no further claims or liability will be accepted.

9. Approval / Amendments of Draft Footage

Under normal circumstances one 'first cut' edit will be available for the Client for review and comment. Two set of revisions will be incorporated within the agreed project cost provided that any revisions or amendments fall within the original agreed brief. Our video editing and production facility is available for client viewing and review, and all client's are encouraged to attend personally during editing so that all revisions can be signed off without delay. Subsequent revisions or significant re-edits will be charged at a rate of £400 + VAT per day or part thereof.

10. Project Duration and Delivery

Any indication given by TEN. I Digital Production Agency of a design project's duration is to be considered by the customer to be an estimation. TEN. I Digital Production Agency will do everything possible to meet specific deadlines, providing there is clear communication, prompt payment and regular feedback from the client. In all cases our liability will be limited to the agreed total cost of the project, less any costs incurred by us for any work already done on the project provided such work is within the agreed production brief. TEN. I Digital Production Agency will not under any circumstances be responsible for any loss, damage or costs arising from the late, erroneous, or non-delivery of the product.

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11. Copyright

TEN. I Digital Production Agency asserts its full rights as copyright owner of all material that has been captured, processed and/or produced by us, whether or not such material forms part of a finished project. The copyright of all produced material is solely owned by TEN. I Digital Production Agency and is protected under UK law.

12. Usage Licence – ‘Rights to the use of Project Content’

Where the Client provides material to us for inclusion in any project, including but not limited to logos, images, trademarks, footage and audio, the relevant permission must be obtained in advance from the original copyright holder. By accepting these terms and conditions, the Client hereby indemnifies TEN. I Digital Production Agency against any possible claims, disputes, expenses or similar that may arise from breaching any copyright laws or pre-existing terms and conditions attributed to the material. We retain all

rights to the usage of footage captured during the production of any client-commissioned project. As part of our video production service, we will grant a time-unlimited licence for use of that footage to the Client subject always to the following express condition:

“TEN. I Digital Production Agency retains all copyright over any content we produce. A usage licence grants the Client permission to use the content in the state in which we provide it to the Client. Permission is not granted to re-edit, copy or alter the content in any way.”

We reserve the rights to use any footage and related files from any client-commissioned project in our showreels and for other promotional purposes.

TEN. I Digital Production Agency assigns to the Client a licence to use the video production in its complete delivered form only. We do not give permission for any material to be altered, edited or used as part of another production, unless this is expressly agreed in writing.

Provided that all monies due to us from the Client have been received as cleared funds in our bank account, and provided that the Client is not in breach of anything contained in these Terms and Conditions the Client is granted a perpetual usage licence relating to the video material in its delivered form.

We retain the right to use any of our copyright material for any legal purpose, including its use within projects for other client's unless (a) we have granted an exclusive licence to any Client or (b) the material contains trademarks or specific intellectual or imagery copyrighted by the Client.

PAYMENT

Our payment terms are strictly 30 days from date of invoice and in the event of an order being confirmed the Client accepts these terms.

We reserve the right to charge further interest and late payment fees on all overdue invoices as set out under the Late Payment of Commercial Debts (Interest) Act, 1998. E & OE.

We will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

The Client shall be responsible for all collection or legal fees necessitated by late or default in payment. TEN. I Digital Production Agency reserves the right to withhold delivery and any granting or continuation of usage licence of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use our copyright material under this Agreement are conditional upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and fees, charges or the costs of administration of changes.

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All Terms and Conditions stated within this document are deemed acceptable to the Client upon receipt of a confirmed order or instruction to proceed given by any means. This document shall be taken as an agreement between the Client and TEN. | Digital Production Agency under UK law.