



Terms and Conditions



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1. 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.

2. For invoices over AED 6,000, First and Ten Productions LLC FZ 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.

3. For invoices under AED 6,000, First and Ten Productions LLC FZ 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.

4. First and Ten Productions LLC FZ 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.

5. If payment is not received within 30 days of the invoice date, First and Ten Productions LLC FZ 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.

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

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

8. The client's requirements must be clearly provided to First and Ten Productions LLC FZ in writing before commencement of work.

Pre-Production

Pre-production rates are charged at an hourly rate of AED 250. First and Ten Productions LLC FZ 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 FZ 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).

Post-Production

First and Ten Productions LLC FZ 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.

9. Major alterations to a project, which had not been agreed on/to prior to the commencement of work must be made subject to a further written agreement.

10. A video programme will only be publicly released by First and Ten Productions LLC FZ once the customer has approved all content as complete and satisfactory and confirms this in writing and the outstanding balance is paid.

11. A client may terminate the contract at any time by written notice of termination.

12. When a client terminates the contract, they will remain liable to pay First and Ten Productions LLC FZ in full for all work previously undertaken and in progress by First and Ten Productions LLC FZ, unless any alternative written agreement is reached in advance.

13. Any monies, excluding the deposit, held on account and unused will be returned subject to a 5% administration charge.

14. First and Ten Productions LLC FZ reserves the right to refuse to use, publish or broadcast any information that it considers to be obscene or morally unsuitable, or which would breach copyrights, or which is libellous, defamatory or illegal.

15. 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 FZ.

16. First and Ten Productions LLC FZ 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.

17. 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 FZ provides crew and/or equipment and such arrangements shall be notified to First And Ten Productions LLC FZ in writing in advance of travel to that jurisdiction.

18. First and Ten Productions LLC FZ 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.

19. 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 FZ, who are then required to agree or reject in writing to the changes.

20. 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.

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

22. First and Ten Productions LLC FZ 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 FZ acquires in writing on an email from a position in power of a company then this is also acceptable.

23. In consideration of, and subject to, the final payment of full fees due to First and Ten Productions LLC FZ by the customer, First and Ten Productions LLC FZ 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 FZ 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.

24. Any confidential or proprietary information which is acquired by First and Ten Productions LLC FZ 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 FZ will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

25. Any contract requiring First and Ten Productions LLC FZ 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 FZ, its servants or agents, as necessary.

26. First and Ten Productions LLC FZ 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.

27. Any issues and/or problems must be submitted in writing to First and Ten Productions LLC FZ 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.

28. 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 FZ 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 FZ.

29. First and Ten Productions LLC FZ 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 FZ 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 FZ's control, then the client is responsible to pay the going hourly rate of that service/resource.

30. 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 kilometres round trip will be charged at AED 0.75 per mile and at an hourly rate of AED 250.

31. All productions include music which is for licensed use by Togethia Media Services, a working partner with First and Ten Productions LLC FZ, which is under the EDM District and Monstercat Media label on YouTube. Occasionally, First and Ten Productions LLC FZ 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 FZ'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 video 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.

