

TERMS AND CONDITIONS

1. **Parties; Defined Terms.** These Terms and Conditions ("Agreement") represent a binding agreement between Representative, on behalf of Artist, and Producer (if applicable), on one hand, and Client and Agency (if applicable), on the other hand. Capitalized terms not defined herein are defined in the accompanying Estimate, Statement of Work, Bid Packet, or Contract Cover Page (collectively, the "Estimate"), which is incorporated herein. The photographic images, motion footage, or other work product furnished to Client or Agency in connection with the production described in the Estimate (the "Shoot") are referred to collectively as the "Deliverables."
2. **Services, Payment.** Artist and Producer agree to perform the creative services ("Services") and convey the rights to the Deliverables as described in the Estimate. In full consideration for such services and rights, Client and Agency agree to pay to Representative the Fees and Costs defined and set forth in the Estimate, any approved overages or adjustments, and any additional costs pursuant to this Agreement (collectively, the "Total Fees and Costs"). Client and Agency are jointly and severally liable for the Total Fees and Costs. Unless stated otherwise in the Estimate, final payment of the Total Fees and Costs is due within 30 days of the invoice date, after which the balance will incur interest at a rate of prime plus 2% per month.
3. **Advances.** An "Advance" in the amount set forth in the Estimate is due upon approval of the Estimate and must be received by no later than ten (10) business days before the first travel, tech, prelight, or Shoot day, whichever is earlier. Failure to timely pay the Advance is a material breach of this Agreement and may result in cancellation or postponement of the Shoot at Client's and Agency's cost.
4. **Overages/Changes.** In the event Client or Agency requests changes that will increase the scope or cost of the Services or Deliverables, the parties will execute a written change order to the Estimate prior to Artist or Producer incurring additional costs, performing additional Services, or providing additional Deliverables.
5. **Grant of Rights in Deliverables.** All rights transferred to Client and/or Agency pursuant to the Estimate are conditioned upon Client's and Agency's full compliance with all obligations under this Agreement, including without limitation, full and timely payment of the Total Fees and Costs.
6. **Client Approval:** Client and Agency are responsible for having an authorized representative on set or virtually available for all Shoot dates to approve the Deliverables. All complaints or concerns should be raised with Company as they arise during the Shoot, as they often cannot be addressed or remediated once the Shoot has completed. If no representative is present, the Deliverables will be deemed accepted for all purposes except untimely delivery or technical defect, or to the extent the parties have negotiated post-production services as specified in the Estimate.
7. **Delivery.** Artist or Producer shall deliver the Deliverables to Client or Agency pursuant to the schedule and specifications set forth in the Estimate.
8. **Reshoots.** If the Deliverables are unusable by reason of technical defect prior to delivery to Client, Artist and Producer will perform appropriate services for a reshoot of the Deliverables (a "Reshoot") without additional fees, subject to reasonable availability and the Client paying all Costs and all expenses in connection with the Reshoot (including, without limitation, crew and talent fees). If Reshoots are requested for any other reason, Client will pay 100% of the Total Fees and Costs plus all fees and costs in connection with such Reshoot.
9. **Postponements and Cancellations.** If the Shoot is cancelled or postponed for any reason other than Artist's fault, Weather Delay, or Force Majeure more than ten (10) business days before the first travel, tech, prelight, or Shoot day, whichever is earlier, Client and Agency will be responsible for 50% of the Fees and 100% of the Costs actually incurred or committed (including crew and talent fees). If the Shoot is cancelled or postponed for any reason other than Artist's fault, Weather Delay, or Force Majeure ten (10) or fewer business days before the first travel, tech, prelight, or Shoot day, whichever is earlier, Client and Agency will be responsible for 100% of the Fees and 100% of the Costs actually incurred or committed (including crew and talent fees).
10. **Weather Delays.** If the Shoot or Services cannot be performed pursuant to the Estimate due to weather conditions that are inconsistent with the prescribed shooting conditions desired by Agency/Client (a "Weather Delay"), Client and Agency will be responsible for 100% of the Costs actually incurred or committed (including crew and talent fees) and (i) 50% of the Fees if the Weather Delay occurs more than one business day prior to the first Shoot day, or (ii) 100% of the Fees if the Weather Delay occurs within one business day prior to the first Shoot day.
11. **Force Majeure.** In the event of a cancellation, postponement, or nonperformance of the obligations set forth in the Agreement or Estimate caused by reasons outside of Artist's and Producer's control, including but not limited to reasons related to Coronavirus or other epidemic, government work restrictions or travel bans, acts of God, war or civil unrest, or natural disasters (collectively, a "Force Majeure"): (i) such cancellation, postponement, or nonperformance shall not be deemed a breach; (ii) Artist and Producer will use best efforts to minimize expenses incurred, in addition to negotiating cancellation terms with key crew members prior to the start of Shoot; (iii) Client / Agency will be responsible for 100% of the Costs actually incurred or committed (including but not limited to kill fees for talent or crew); and 50% of the Fees.

If (i) the insurance carrier declines to cover the Shoot or revokes coverage previously declared, or (ii) shooting permits are declined or revoked or (iii) travel bans, travel warnings, reported cases in transportation hubs, exposure reports or the like are issued, or (iv) any other event occurs that adversely affects the ability of Artist or Producer to perform the Services, that is in any manner related to coronavirus or COVID-19, then (x) such occurrence shall not be deemed a breach, (y) Artist and Producer shall not be required to proceed with the Shoot, and (z) any such event shall be governed by the force majeure terms described above.
12. **Crew and Talent Payments; Releases.** Crew and talent payments are subject to applicable labor laws, including state and federal overtime. For Shoots in which Client / Agency is responsible for, or undertakes, (a) hiring or paying talent or crew; (b) obtaining releases, waivers, or consents; or (c) where Client / Agency demand to use talent, locations, or productions for releases have not been obtained, Client / Agency agree to indemnify and hold Artist and Representative harmless from all loss, costs (including attorneys' fees), liabilities, claims, or damages resulting or arising therefrom.
13. **Confidentiality.** Each of the parties agrees to keep confidential all other parties' non-public information, including but not limited to (i) the terms of the Estimate, (ii) Artist/Representative/Producer's creative and financial bid information, and (iii) rate, contact, and other personnel information about crew, talent, and vendors providing services in connection with the Shoot.
14. **Representations and Warranties.** Artist and Producer represent and warrant that (i) the Deliverables will consist solely of original work product unless previously disclosed in writing; (ii) the Services and Deliverables will conform to the specifications set forth in the Estimate; (iii) the Services will be performed in a professional and

workmanlike manner; and (iv) Artist and Producer will comply with all laws and regulations in performing the Services. Representative represents and warrants it is authorized to enter into the Agreement on Artist's behalf and to bind Artist to the terms of the Agreement and Estimate. Agency and Client each represent and warrant that (i) it has the full right, power, and authority to enter into the Agreement and it agrees to be bound by its terms; (ii) it will comply with all laws and regulations in performance its obligations set forth in the Agreement or Estimate; (iii) all materials provided to Artist and approved to be used in the Deliverables will not infringe or encumber any third party's rights; and (iv) it will comply with all usage, license, and release terms and restrictions in connection with the Shoot.

15. **Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other parties from and against any liabilities, damages, losses, liens, attachments, costs, fees (including reasonable outside legal fees), penalties, fines, interest, and expenses suffered, incurred, or sustained by the indemnified party that it arises from or relates to the indemnifying party's performance of the Services, alleged breach of the Agreement or Estimate, breach of a warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of applicable laws or regulations.
16. **Limitation of Liability.** No party will be liable in connection with the Agreement for any other party's lost revenues or profits, indirect, special, incidental, or consequential losses, or exemplary or punitive damages. Except as it arises from a party's indemnification obligations herein, each party's total liability in connection with the Shoot shall be limited to the total amount paid or owed pursuant to the Agreement and Estimate.
17. **Insurance.** Artist or Producer will provide reasonable insurance coverage for the Shoot as specified in the Estimate. In the event Agency or Client provides "wrap-up" insurance for the Shoot, Artist, Representative, and Producer must be named as Named Insured. Artist, Representative, and Producer will not be liable for any deductible, retention, premium, or other payments associated with Agency's insurance policies. Agency/Client warrants and represents that any such insurance policy will include terms and limits sufficient to meet normal and customary claims in connection with the Shoot.
18. **Publicity.** Following Client's first use or publication of the Deliverables, Artist, Representative, and Producer shall have the right to use such Deliverables for self-promotional purposes only. Excepting such use, Artist, Representative, and Producer agree not to use the name or logo of Client or Agency without prior written permission, which shall not be unreasonably withheld.
19. **Audit Rights.** For Shoots billed on a Cost Plus basis as defined in the Estimate, Client and Agency shall have the right, upon reasonable notice and for one year following completion of the Services, to audit Artist's and Producer's records at Client/Agency's cost solely to the extent necessary to verify the accuracy and validity of the Costs.
20. **Relationship of the Parties.** It is expressly agreed that Artist is acting as an independent contractor in performing services under this Agreement. No agent, subcontractor, or employee of Artist, Representative, or Producer shall be deemed to be an employee or agent of Client or Agency. Nothing in this Agreement is intended to create or shall be construed as creating any employment, partnership, joint venture, or agency relationship by or among Artist, Representative, Producer, Client, or Agency.
21. **Choice of Law / Venue / Attorneys' Fees and Costs.** Unless specified otherwise in the Estimate, this Agreement shall be governed by the law of the state in which Representative is principally located, without regard to any conflicts of laws provisions, and the parties hereby consent to the jurisdiction and venue of any court in such state. In any action arising out of or in connection with this Agreement or the Services, including without limitation, an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their actual outside attorneys' fees, court costs, and other litigation expenses relief.
22. **Entire Agreement.** This Agreement, along with the Estimate, sets forth the entire understanding and agreement among the parties and supersedes all prior representations and agreements whether oral or written. No waiver or modification may be made to any term or condition contained in this Agreement or the Estimate unless in writing and signed by the parties. Any objections to the terms of this Agreement must be made in writing and delivered to Representative within ten days of the receipt of this Agreement, or this Agreement shall be binding. If any of the terms or conditions of this Agreement conflict with any of the terms or conditions of the Estimate or any estimate, statement of work, purchase order, or other writing of the parties, this Agreement will control.