

APPENDIX 1: TERMS & CONDITIONS [FOR CLIENT FILMED/EBA EDITED VIDEOS]

This agreement sets out the terms and conditions for the editing of a Video Entry (Video) by Tracc Media Limited (Tracc Media Ltd) featuring your company (Client) on the European Business Awards website. Tracc Media Limited and the Client agree to be bound by the terms and conditions of this Agreement. This Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

1. Payment

- 1.1. The cost of editing the Video will be submitted by Tracc Media to the Client prior to the commencement of editing.
- 1.2. Included in the cost of this package are full editing services and inclusion of the EBA sting, opening slate, transition slates, closing title, captions, basic infographics (as per sample video).
- 1.3. An invoice will be submitted to the Client on receipt of a completed Booking Order Form.
- 1.4. Payment terms are strictly 100% prior to editing.

2. Copyright

1. The Video the Client will receive contains copyrighted material which may not be reproduced, uploaded or copied in any way until full payment for the order has been made to Tracc Media Ltd.
2. Full and irrevocable license to use the copyright (the Video) will be granted to the Client for use in any marketing and promotional activity, with the exception of televised.
3. The Client undertakes to accept full liability against any copyright breaches relating to content that it has provided to the Tracc Media Ltd and The European Business Awards (EBAs). Tracc Media Ltd will require the Client to fully indemnify Tracc Media Ltd and EBAs against any breach of copyright from any footage, visuals or content supplied for final inclusion in the Video.
4. The Client will warrant that all information it supplies for the Video is a true and honest representation of the business and any comments from employees featured in the Video are not: obscene, threatening, menacing, offensive, defamatory, abusive, in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise in breach of or in violation of any applicable law or regulation or code.
5. 7. For music usage the Client is covered to use the Video on their own website, YouTube channel and social media platforms. If the Client starts paying to place/host the Video anywhere online it is considered as being an online commercial usage and has a cost attached which the Client is liable for. Please contact Tracc for details.

3. Production Process

- 3.1. *Confirmation to Proceed* – Prior to commencement of editing, the Client is required to respond via email their confirmation agreeing to the costs of editing and any other post-production services and to these terms and conditions.
- 3.2. *Graphics & Company logo* - The Client will make available to Tracc Media Ltd the company logo and any graphics that should appear in the Video.
- 3.3. *Script* – The Client will complete and return to Tracc Media Ltd a Script outlining the content of the Video and instructions for the placement of graphics into the Video during the editing process.
- 3.4. *Edit* – Tracc Media Ltd will use the Script and instructions there-in provided by the Client to edit the Video. The EBA sting, opening slate, transition slates, closing title, captions, graphics, and company logo will be included in the Video during the editing process.
- 3.5. *Music* – Tracc Media Ltd will provide one royalty free music track
- 3.6. *Approvals* – Tracc Media Ltd will send the client the 'first cut' of the Video for approval. One set of changes can be made before being uploaded and sent to judging. Additional editing if required will cost €100 per hour. The client will be made aware of any additional charges

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before there are incurred.

3.1. *Delivery* – The completed Video will be uploaded to the Client's profile page for judging and a WeTransfer link will be sent to the client which will contain high res version of their video (Vimeo optimised spec) for downloading within 7 days of receipt, after this the wetransfer link will expire.

4. Force majeure

1. The expression 'an event of force majeure' shall mean and include: fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war, or any other cause or event (whether of a similar or dissimilar nature) outside the control of the parties other than a shortage or lack of money.
2. Should the exercise of the rights and obligations under this Agreement be materially hampered, interrupted or interfered with by reason of any event of force majeure, then the obligations of the parties shall be suspended during the period of such hampering, interference or interruption consequent upon event/s and shall be postponed for a period of time equivalent to the period/s of suspension, and the parties hereto will use their best endeavours to minimise and reduce any period of suspension occasioned by any of such event(s).
3. If by any reason of any event of force majeure either of the parties to this Agreement shall be delayed in, or prevented from, performing any of the provisions of this Agreement then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by either of the parties from the other by reason thereof.

5. General

- 5.1 Except as otherwise agreed in writing, including the release of agreed public announcements, the parties agree to keep all terms and particulars of this Agreement strictly confidential at all times, subject to any disclosure which may be required by law.
- 5.2 Nothing contained in this Agreement shall be deemed to create any relationship or partnership, joint venture or agency between the parties.
3. This Agreement may only be varied or amended by the written agreement of both parties.

6. Cancellation

- 6.1 Other than stipulated in clauses 4.1, 4.2 and 4.3, this Agreement may be cancelled by the Client only on receipt of written notice by Tracc Media Ltd not less than 48 hours of receipt of the Booking Order Form. A charge equal to 50% of the total cost of the edit will apply for any cancellations within this period. For any cancellations made after this period a charge equal to 100% of the total edit of the Video will apply.

7. *Video duration* – The Video will not exceed 3 minutes and 25 seconds

Please send an email to the Tracc Media Ltd (eba.video@traccVideos.com) confirming that you have read and understood the payment terms and stipulations set out in these Terms and Conditions