

**SYNERGY DIGITAL FILMMAKING**  
**LICENSE # D166096 / D166097 (Idaho)**

**TERMS AND CONDITIONS FOR HIRED SERVICE**

**EFFECTIVE DATE: JANUARY 1, 2015**

**BASIC DISCLAIMER**

SYNERGY DIGITAL FILMMAKING (HEREAFTER ALSO REFERRED TO AS "SYNERGY", "SYNERGY DIGITAL", "US", "WE", OR "THE COMPANY") DOES NOT DISCRIMINATE ON THE BASIS OF AGE, SEX, RELIGION, RACE, CREED, OR SEXUAL ORIENTATION. HOWEVER, WE RESERVE THE RIGHT TO REFUSE SERVICE TO ANY PERSON, BUSINESS, OR ENTITY THAT DOES NOT WILLINGLY AND RESPECTFULLY COMPLY WITH THE TERMS AND CONDITIONS OUTLINED IN THE CONTRACT OR THAT DOES NOT RESPECTFULLY COMMUNICATE OR CONDUCT BUSINESS APPROPRIATELY. SUCH REFUSALS OF SERVICE ARE MADE AT THE DISCRETION OF THE OWNER AND HIS BUSINESS PARTNERS. THE CONTRACT MAY BE VOIDED AT ANY TIME WITHOUT PRIOR NOTICE TO THE CLIENT.

THE POLICIES IN THIS DOCUMENT MAY BE MODIFIED, CORRECTED, ADDED TO, OR DISCONTINUED WITHOUT PRIOR NOTICE. THIS DOCUMENT SUPERSEDES ANY AND ALL POLICY-RELATED DOCUMENTS HERETOFORE MADE PUBLIC BY THE COMPANY AS OF THE DATE SHOWN ABOVE.

**PROJECT CREEP**

IN ORDER TO PREVENT ABUSE OF THE COMPANY, IT'S OWNER, IT'S BUSINESS PARTNERS, IT'S EMPLOYEES AND AFFILIATES, "PROJECT CREEP" IS NOT TOLERATED. CONTENT WILL BE PRODUCED ACCORDING TO THE SPECIFIC DETAILS OUTLINED IN THE ORIGINAL CONTRACT AND ANY ACCOMPANYING ADDENDUM. REQUESTS FOR ADDITIONAL CONTENT OR CHANGES TO THE ORIGINAL DETAILS MUST BE AGREED UPON AND SIGNED BY BOTH PARTIES. THE CONTRACT WILL BE CONSIDERED SATISFIED WHEN ALL CRITERIA HAS BEEN MET BY SYNERGY DIGITAL TO THE BEST OF IT'S ABILITY. GRIEVANCES MADE AGAINST CONTENT NOT DESCRIBED IN THE CONTRACT WILL NOT BE HONORED.

**RUSH SERVICE OR URGENT NEEDS**

DUE TO THE NATURE OF VIDEO PRODUCTION, IT IS NOT POSSIBLE TO RUSH CERTAIN ASPECTS OR ELEMENTS THAT REQUIRE PLANNING, TRAVEL, RESOURCES, PEOPLE, LOCATIONS, COMPUTER PROCESSING TIME, AND ET CETERA. WHILE SYNERGY WILL STRIVE TO MEET URGENT CLIENT NEEDS, IT CANNOT GUARANTEE SERVICES REQUESTED AT THE LAST MINUTE.

**DEADLINES**

UNLESS DIRECTLY SPECIFIED BY THE CLIENT, THE DEADLINES REGARDING REVIEW AND APPROVAL OF DRAFTS AND FINAL PRODUCTS WILL BE DETERMINED BY THE COMPANY. CLIENT DEADLINES MUST BE REASONABLE AND TAKE INTO ACCOUNT TIME EXPENSE FOR PRODUCTS THAT NEED TO BE ORDERED, SHIPPED, REQUIRE PRINTING, REQUIRE DUPLICATION OR ENCODING, OR MATERIALS THAT MAY NOT BE IN STOCK BY SUPPLIERS. IN ALL CASES, SYNERGY WILL WORK EFFICIENTLY AND ACCURATELY TO ENSURE PRODUCTS AND MATERIALS ARE MADE AVAILABLE WITHIN A REASONABLE TIME FRAME.

**DELIVERY OF MATERIALS**

DELIVERY OF FINAL PRODUCTS OR MATERIALS WILL BE MADE ONLY AFTER FINAL PAYMENT HAS BEEN RECEIVED. IF FINAL PAYMENT CANNOT BE MADE, SYNERGY DIGITAL FILMMAKING WILL RETAIN ALL PRODUCTS AND MATERIALS UNTIL THE INVOICE HAS BEEN PAID IN FULL SATISFACTORILY. CLIENTS WHO HAVE ENTERED INTO A PAYMENT PLAN WILL NOT RECEIVE THEIR PRODUCTS OR MATERIALS UNTIL THE DEBT HAS BEEN SETTLED.

UPON DELIVERY, THE CLIENT IS REQUIRED TO SIGN A SERVICE RELEASE DECLARING:

1. CLIENT APPROVAL OF THE FINAL PRODUCTS AND MATERIALS
2. CONTRACTUAL OBLIGATIONS HAVE BEEN FULFILLED
3. THE CONTRACTED PRODUCTS AND MATERIALS HAVE BEEN RECEIVED IN THE CORRECT METHOD
4. SYNERGY DIGITAL FILMMAKING IS ABSOLVED FROM ANY AND ALL LIABILITY THAT MAY ARISE FROM THE OVERALL PRODUCT USE, EXHIBITION, PROMOTION, ADVERTISEMENT, SALE, DISTRIBUTION, DISPLAY OR ANY OTHER USES CURRENTLY KNOWN OR PERCEIVED OR USES THAT HAVE YET TO BE PERCEIVED OR DISCOVERED.
5. THE SERVICE AGREEMENT HAS ENDED AND THE PROJECT IS COMPLETE

**GRIEVANCES**

SYNERGY DIGITAL FILMMAKING HOLDS ITSELF TO HIGH STANDARDS AND GUARANTEES SATISFACTION OF THE CONTRACTED CONTENT. UPON NECESSITY, THE CLIENT MAY SUBMIT A FORMAL LETTER OF GRIEVANCE WITH THE COMPANY PROVIDING DETAILS OF ANY CONTENT DEEMED UNSUITABLE FOR USE BY THE CLIENT OR THE CONTENT FOUND TO BE NOT IN COMPLIANCE WITH CONTRACTUAL OBLIGATIONS. IN SUCH CASES, THE OWNER WILL REVIEW THE GRIEVANCE AND DETERMINE AN APPROPRIATE COURSE OF ACTION. AN ADDENDUM TO THE CONTRACT MAY BE FORMED IN ORDER FOR BOTH PARTIES TO AGREE ON CORRECTIVE WORK OR OTHER REMEDIES. SYNERGY DIGITAL WILL WORK TO CORRECT ANY MISTAKES OR MISJUDGMENTS TO THE BEST OF IT'S ABILITY SO FAR AS CAPABILITIES OR CIRCUMSTANCES ALLOW.

IN EXTREME CASES WHERE THE CLIENT IS CONSISTENTLY UN-APPEASABLE AND DETERMINED BY THE COMPANY TO BE MAKING UNREASONABLE DEMANDS OR CLAIMS AGAINST IT, THE CONTRACT MAY BE TERMINATED BY THE COMPANY EFFECTIVELY DISSOLVING SYNERGY DIGITAL FILMMAKING OF ANY AND ALL OBLIGATION TO THE CLIENT WHATSOEVER. UPON DISSOLUTION OF THE CONTRACT, THE CLIENT WILL STILL BE HELD RESPONSIBLE FOR PAYMENT OF ALL SERVICES RENDERED. SYNERGY MAY ALSO ENGAGE IN LEGAL ACTION AGAINST THE CLIENT FOR PAYMENT OF SERVICES RENDERED. IF THE CLIENT IS BROUGHT TO COURT, HE OR SHE WILL BE OBLIGATED TO PAY ANY AND ALL COURT COSTS, ATTORNEY FEES, AND OTHER PUNITIVE DAMAGES. IF THE CLIENT BRINGS LAWFUL ACTION AGAINST THE COMPANY, HE OR SHE WILL BE OBLIGATED TO PAY ANY AND ALL COURT COSTS AND ATTORNEY FEES INCURRED BY SYNERGY DIGITAL DURING THE LEGAL PROCEEDINGS.

#### **SAFETY**

SYNERGY DIGITAL FILMMAKING WILL NOT WORK IN CONDITIONS, LOCATIONS, OR ENVIRONMENTS DEEMED TO BE UNSAFE OR LIFE-THREATENING. SAFETY IS ONE OF THE TOP PRIORITIES WHILE SHOOTING ON LOCATION. IF HARM TO PERSON OR EQUIPMENT IS PRESUMED IMMINENT, FILMING WILL NOT PROCEED OR IMMEDIATELY HALT UNTIL CONDITIONS HAVE IMPROVED OR ANOTHER SUITABLE LOCATION HAS BEEN FOUND. SYNERGY DIGITAL WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR ACCIDENTS THAT OCCUR DUE TO THE CLIENT'S MISJUDGMENT, MISCOMMUNICATION, NEGLIGENCE, OR MALICIOUS INTENT. LIKEWISE, SYNERGY DIGITAL WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR ACCIDENTS THAT OCCUR OUTSIDE OF IT'S SPHERE OF CONTROL SUCH AS, BUT NOT LIMITED TO: WEATHER CONDITIONS, CRIMINAL ACTIONS OF NON-AFFILIATED PERSONNEL, ACTS OF WAR OR TERRORISM, ACTIONS OF LAW ENFORCEMENT ENTITIES OR EMERGENCY RESPONDERS, ACTS OF NATURE, OR OTHER SIMILAR INCIDENTS.

SYNERGY DIGITAL WILL NOT WORK IN CONDITIONS OR LOCATIONS THAT PROMOTE OR ALLOW ILLEGAL DRUG AND ALCOHOL USE. LIKEWISE WE WILL NOT WORK IN CONDITIONS OR LOCATIONS THAT ALLOW OTHER CRIMINAL ACTIVITY TO TAKE PLACE. LAW ENFORCEMENT WILL BE SUMMONED IMMEDIATELY IF ILLEGAL ACTIVITY IS DISCOVERED ON OR AROUND THE FILMING LOCATION.

#### **CODE OF DECENCY AND INTEGRITY**

SYNERGY DIGITAL FILMMAKING ADHERES TO A CODE WHICH IS OUTLINED AS FOLLOWS:

- 1) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT DEPICTS DEPLORABLE OR OBSCENE ACTS.
- 2) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT IS PORNOGRAPHIC.
- 3) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT CONTAINS GRATUITOUS VIOLENCE OR GORE.
- 4) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT CONTAINS VULGARITY OR EXCESSIVE PROFANITY.
- 5) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT PROMOTES OR SANCTIONS CRIMINAL BEHAVIOR.
- 6) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT MAY HARM THE REPUTATION OR CREDIBILITY OF IT'S OWNER, BUSINESS PARTNERS, AFFILIATES, AND EMPLOYEES.
- 7) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT MAY HARM THE REPUTATION OR CREDIBILITY OF OTHER PERSONS OR ENTITIES.
- 8) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT VIOLATES FEDERAL OR INTERNATIONAL COPYRIGHT LAWS.
- 9) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT VIOLATES STATE OR FEDERAL LAWS AND ORDINANCES.
- 10) THE COMPANY SHALL NOT PRODUCE ANY CONTENT THAT MAY CAUSE EMOTIONAL OR PSYCHOLOGICAL HARM.

#### **TALENT RELEASE**

ANY PERSON WHO APPEARS ON CAMERA IN ANY MANNER IS REQUIRED TO SIGN A TALENT RELEASE FORM. THIS FORM ALLOWS SYNERGY DIGITAL FILMMAKING TO USE THE PERSON'S IMAGE AND/OR RECORD THEIR VOICE FOR USE IN THE VIDEO. PERSONS WHO DO NOT SIGN THE TALENT RELEASE FORM WILL NOT BE ALLOWED TO APPEAR ON CAMERA OR PARTICIPATE IN THE FILMING PROCESS.

#### **LOCATION RELEASE**

THE LOCATION RELEASE MUST BE SIGNED BY THE PRIVATE INDIVIDUAL OR ENTITY UPON WHOSE PROPERTY FILMING IS EXPECTED TO OCCUR OR WHOSE PROPERTY WILL APPEAR ON CAMERA. THIS RELEASE ALLOWS SYNERGY DIGITAL FILMMAKING TO FILM ON PRIVATE LAND DESIRED FOR PRODUCTION. IT ALSO GIVES THE OWNER'S CONSENT TO HAVE THEIR PROPERTY APPEAR ON CAMERA. IF A LOCATION RELEASE IS NOT SIGNED BEFOREHAND, FILMING WILL NOT BE ALLOWED TO PROCEED ON THE PROPERTY. IT IS THE DUTY OF THE CLIENT TO SECURE ALL NECESSARY CITY, STATE OR OTHER OFFICIAL PERMITS AND RELEASES TO FILM ON PRIVATE PROPERTY. A COPY OF THE LOCATION RELEASE WILL BE PROVIDED TO THE CLIENT.

#### **PERMITS AND LICENSING**

IT IS THE DUTY OF THE CLIENT TO SECURE ALL NECESSARY PERMITS REQUIRED FOR FILMING ON PUBLIC LAND OR PRIVATE PROPERTY. IN SOME CASES, SYNERGY DIGITAL FILMMAKING MAY BE ABLE TO ASSIST IN THE PROCESS, BUT WILL NOT BE HELD RESPONSIBLE FOR LACK OF PROPER DOCUMENTATION.

THE CLIENT IS ALSO RESPONSIBLE TO OBTAIN LICENSING AND PAY FEES OR ROYALTIES FOR ANY COPYRIGHTED MATERIAL TO THE COPYRIGHT HOLDER, DISTRIBUTOR, OR PUBLISHER. WITHOUT PROPER LICENSING IN PLACE, COPYRIGHTED WORKS, REGISTERED TRADEMARKS, LICENSED PRODUCTS, OR THE LIKE WILL NOT BE ALLOWED IN THE VIDEO IN ACCORDANCE WITH COPYRIGHT LAW. IN SOME CASES, SYNERGY DIGITAL MAY BE ABLE TO ASSIST IN THE LICENSING PROCESS, BUT WILL NOT BE HELD RESPONSIBLE TO PAY FEES OR ROYALTIES.

**LIABILITY**

SYNERGY DIGITAL FILMMAKING WILL NOT BE HELD LIABLE FOR INCIDENTS THAT OCCUR WHICH WERE UNCONTROLLABLE OR UNFORESEEABLE. THESE INCIDENTS INCLUDE HARM TO PERSON AND PROPERTY OR ACCIDENTAL DEATH. IF SUCH EVENTS ARE A DIRECT RESULT OF THE NEGLIGENCE, MALICIOUS INTENT, MISCOMMUNICATION OR MISJUDGMENT OF THE COMPANY'S EMPLOYEES OR AGENTS, THEN SYNERGY DIGITAL WILL BE HELD LIABLE FOR APPROPRIATE AND PROPORTIONAL MEANS OF RESTITUTION. LIKEWISE, IF SUCH EVENTS OCCUR AS A DIRECT RESULT OF THE NEGLIGENCE, MALICIOUS INTENT, MISCOMMUNICATION OR MISJUDGMENT OF THE CLIENT OR IT'S AGENTS, THE CLIENT WILL BE HELD RESPONSIBLE FOR RESTITUTION OF DAMAGE.

ANY PERSON OR ENTITY WHO HAS NOT SIGNED A TALENT RELEASE FORM OR WHO IS NOT AUTHORIZED BY SYNERGY DIGITAL TO BE ON OR AROUND THE FILM SET IS NOT COVERED UNDER THIS LIABILITY POLICY AND CANNOT HOLD THE COMPANY CULPABLE FOR ANY ACCIDENTS THAT MAY BEFALL THEM.

SYNERGY DIGITAL WILL NOT BE HELD RESPONSIBLE FOR BODILY HARM, DEATH, OR DAMAGE TO PROPERTY IF TALENT OR AUTHORIZED WORKERS DELIBERATELY IGNORE SAFETY WARNINGS OR THE INSTRUCTIONS OF SAFETY PERSONNEL.

**PAYMENT POLICY**

AN ADVANCE PAYMENT OF 50% OF THE TOTAL INVOICE FEE IS REQUIRED FOR ALL SERVICES AND MUST BE PAID BY THE DATE SPECIFIED ON THE CONTRACT AND ACCOMPANYING INVOICE IN ORDER TO SECURE SERVICES. THE REMAINING BALANCE IS DUE UPON DELIVERY OF THE FINAL PRODUCT. THE FINAL PRODUCT WILL NOT BE DISTRIBUTED UNTIL THE FINAL PAYMENT HAS BEEN RECEIVED BY THE COMPANY.

IN SOME CASES, SYNERGY DIGITAL MAY ARRANGE PAYMENT PLANS. SUCH PLANS WILL BE LIMITED TO A MAXIMUM OF 90-DAYS. PAYMENT PLANS WILL BE AGREED UPON BY CONTRACT AND SIGNED BY BOTH PARTIES. CLIENTS OR THEIR AGENTS WHO REFUSE TO PAY FOR SERVICES, OR WHO CANNOT MAKE PAYMENT SATISFACTORILY WITHIN THE CONTRACTED TIMEFRAME, WILL BE SUBJECT TO LEGAL ACTION AND COLLECTION EFFORTS. THE CLIENT WILL BE HELD RESPONSIBLE FOR ANY AND ALL COURT COSTS, ATTORNEY FEES, OR COLLECTION FINES ACQUIRED DURING LEGAL PROCEEDINGS OR COLLECTION EFFORTS. IF A CLIENT, HIS OR HER AGENT, OR PARENT COMPANY FILES BANKRUPTCY IN ORDER TO AVOID PAYMENT, CRIMINAL OR CIVIL ACTION MAY BE BROUGHT AGAINST THEM.

CHECKS THAT ARE RETURNED FOR NON-SUFFICIENT FUNDS WILL BE SUBJECTED TO A \$25 RETURN CHECK FEE. THE RETURNED CHECK CONSTITUTES A FAILURE TO PAY WHICH WILL ENGAGE A PENALTY OF \$50 AND WILL SUBJECT THE INVOICE BALANCE TO A LEGAL INTEREST RATE OF 12%. THE CLIENT MAY ALSO BE IMMEDIATELY SUBJECT TO DEBT COLLECTION EFFORTS OR A JUDGMENT LIEN FILED AGAINST THE CLIENT OR THE CLIENT'S PARENT COMPANY. (SEE "NOTICE OF INTENT TO FILE A JUDGMENT LIEN")

**PAYMENT METHODS**

SYNERGY DIGITAL FILMMAKING ACCEPTS CASH, PERSONAL CHECK, CERTIFIED CHECK, AND ALL MAJOR CREDIT CARDS. CREDIT CARD TRANSACTIONS ARE PROCESSED SECURELY VIA PAYPAL. A 3% CREDIT CARD PROCESSING FEE APPLIES TO ALL CREDIT CARD TRANSACTIONS.

**REFUNDS**

IF CONTRACTUAL OBLIGATIONS ARE SATISFIED BY BOTH PARTIES, FULL PAYMENT IS REQUIRED FROM THE CLIENT. CHANGES OR ADDITIONS TO THE PROJECT DETAILS IN THE ORIGINAL CONTRACT, BUT WHICH ARE NOT SPECIFIED IN ANY ADDENDUM, ARE NOT ENTITLED TO A REFUND. REFUNDS BASED UPON LACK OF CLIENT SATISFACTION WILL BE DETERMINED IN REGARD TO THE AMOUNT OF CORRECTION NEEDED OR EXTRA WORK REQUIRED TO REMEDY THE SITUATION.

IN NO CASE WILL A REFUND BE AWARDED IF THE FINAL PRODUCT MATERIALS ARE DELIVERED SATISFACTORILY TO THE CLIENT.

DUE TO PRODUCTION EXPENSES MADE IN PREPARATION FOR, DURING, OR AFTER THE FILMING PROCESS, ANY REFUND AWARDED CAN BE NO GREATER THAN THE REMAINING BALANCE AFTER THE SUM OF ALL ACQUIRED EXPENSES. EXPENSES FOR TRAVEL, LICENSING FEES, EQUIPMENT AND MATERIALS ARE NON-REFUNDABLE. ANY AND ALL REFUNDS ARE CALCULATED AND AWARDED AT THE DISCRETION OF SYNERGY DIGITAL FILMMAKING.

**NOTICE OF INTENT TO FILE A JUDGMENT LIEN**

THIS NOTICE SERVES AS LEGAL WARNING IN ALL STATES AND TERRITORIES THAT IN THE EVENT A CLIENT OR BUSINESS FAILS TO PAY FOR SERVICES RENDERED AS DESCRIBED IN THE CONTRACT FOR HIRE OR APPROVED PAYMENT PLAN, SYNERGY DIGITAL FILMMAKING MAY OBTAIN A JUDGMENT LIEN AGAINST THE CLIENT IN ORDER TO FORCE RESOLUTION OF THE DEBT. A LIEN WILL ONLY BE CONSIDERED IF THE CLIENT HAS DEMONSTRATED A LACK OF ABILITY TO PAY AS CONTRACTED OR IF THE CLIENT DOES NOT COOPERATE WITH COLLECTION AND COMMUNICATION EFFORTS. THE CLIENT WILL BE NOTIFIED WHEN LIEN ACTION IS BEING TAKEN.

**BACKGROUND PROCESSING AND BUSINESS VERIFICATION**

THIS NOTICE SERVES AS LEGAL WARNING IN ALL STATES AND TERRITORIES THAT AS A CONDITION OF PROVIDING SERVICE, SYNERGY DIGITAL FILMMAKING MAY CONDUCT A BACKGROUND CHECK TO VERIFY THE INTEGRITY OF A PERSON OR BUSINESS. SYNERGY DIGITAL RESERVES THE RIGHT TO INVESTIGATE ALL PERSONS, ENTITIES, BUSINESSES OR PARENT COMPANIES IN ORDER TO VERIFY THAT THEY ARE IN GOOD STANDING

LEGALLY AND FINANCIALLY. SYNERGY DIGITAL MAY REFUSE SERVICE TO ANY PERSON, ENTITY, OR BUSINESS THAT HAS A HISTORY OF BANKRUPTCY OR POOR FINANCIAL RECORDS, DEBT COLLECTION, FRAUD, CORRUPTION, CRIMINAL OR CIVIL ALLEGATIONS, OUTSTANDING COURT CASES, PENDING LEGAL ACTION, ARRESTS, CONVICTIONS, LIENS OR HIGH-RISK ACTIVITY. SYNERGY DIGITAL WILL NOT RUN A BACKGROUND CHECK ON SOLE INDIVIDUALS REQUESTING SERVICE UNLESS: 1) THE CONTENT THE PERSON IS REQUESTING IS QUESTIONABLE IN NATURE. 2) THE PERSON DEMONSTRATES A QUESTIONABLE OR UNSTABLE DEMEANOR. 3) THE PERSON'S INTENDED USE OF THE REQUESTED CONTENT IS AMBIGUOUS OR SUSPICIOUS. 4) THE PERSON'S ABILITY TO PAY FOR HIRED SERVICES MAY BE DEEMED PROBLEMATIC.

#### **SERVICE FOR HIRE CONTRACT AND ADDENDUMS**

THE CONTRACT ENTERED INTO IS LEGALLY BINDING AND DEMONSTRATES AN AGREEMENT AND WILLINGNESS OF BOTH PARTIES TO FULFILL THE OBLIGATIONS RELATED TO THE SERVICE FOR HIRE. A BREACH OF CONTRACT WILL TERMINATE AND NULLIFY ALL AGREEMENTS ENTERED INTO ALONG WITH ANY ACCOMPANYING ADDENDUM.

THE ORIGINAL CONTRACT SHALL NOT BE MODIFIED SO AS TO PRESERVE ITS INTEGRITY AND INITIAL STATE. IF CHANGES TO THE SERVICE FOR HIRE ARE REQUESTED OR BECOME NECESSARY BASED ON SPECIFIC CONDITIONS OR CIRCUMSTANCES, THEN AN ADDENDUM TO THE CONTRACT WILL BE MADE IN ORDER TO CLARIFY OR MODIFY CERTAIN ELEMENTS OF THE ORIGINAL CONTRACT.

IN ORDER TO PREVENT ABUSE AND PROJECT CREEP, ONLY ONE ADDENDUM PER CONTRACT IS ALLOWED AND CANNOT BE USED TO MODIFY THE ENTIRETY OF THE ORIGINAL CONTRACT. IF MAJOR CHANGES ARE NEEDED, THE CLIENT AND SYNERGY WILL AGREE TO DISSOLVE THE CONTRACT AND CREATE A NEW SERVICE FOR HIRE AGREEMENT.

IN THE EVENT A CLIENT BREACHES TERMS OUTLINED IN THE SERVICE FOR HIRE CONTRACT, SYNERGY DIGITAL WILL NOT BE HELD CULPABLE OR RESPONSIBLE FOR REIMBURSEMENT OF INVESTMENT LOSSES OR EXPENDITURES OF ANY KIND WHICH HAVE BEEN SUFFERED BY THE CLIENT, HIS OR HER AGENTS, HIS OR HER BUSINESS PARTNERS, HIS OR HER AFFILIATES, AND/OR HIS OR HER PARENT COMPANY.

#### **WORKFLOW**

SYNERGY DIGITAL WILL TYPICALLY PROCEED WITH CONTENT CREATION IN THE FOLLOWING MANNER:

- INITIAL MEETING WITH CLIENT
- CONCEPTUALIZATION
- CLIENT APPROVAL OF SERVICES AND FEES
- PRODUCTION
- ROUGH DRAFT/CUT APPROVAL BY CLIENT
- REQUESTED CORRECTIONS MADE AND FINALIZATION OF CONTENT
- DELIVERY

#### **COPYRIGHT AND MATERIAL OWNERSHIP**

AS THE CREATIVE ENTITY, SYNERGY DIGITAL FILMMAKING WILL NOT DELIVER ANY WORKING MATERIAL TO THE CLIENT. ALL VIDEO, PHOTOGRAPHS, DESIGNS AND IMAGES, OR CONCEPT ART THAT WAS DEVELOPED BY THE COMPANY REMAINS THE INTELLECTUAL PROPERTY OF SYNERGY DIGITAL FILMMAKING. THE CLIENT IS ONLY ENTITLED TO OWNERSHIP OF THE FINISHED PRODUCT AS DESCRIBED IN THE SERVICE FOR HIRE CONTRACT. IN THE EVENT A CONTRACT HAS BEEN TERMINATED AFTER ANY DEGREE OF WORK IS DONE, ALL MATERIALS CREATED FOR THE PROJECT WILL REMAIN THE PROPERTY OF SYNERGY DIGITAL FILMMAKING AND MAY BE DELETED OR OTHERWISE DISPOSED OF.

UPON COMPLETION AND DELIVERY OF THE FINAL PRODUCT, SYNERGY DIGITAL WILL TRANSFER ALL COPYRIGHT OWNERSHIP OF THE CONTRACTED PRODUCT TO THE CLIENT. SYNERGY WILL THEN RETAIN NO LEGAL CLAIM ON THE MATERIAL.

SYNERGY DIGITAL FILMMAKING HEREBY RESERVES THE RIGHT TO USE ANY CONTENT CREATED FOR THE CLIENT FOR INTERNAL OR PROMOTIONAL PURPOSES WITHOUT CONSENT, PRIOR NOTICE, OR COMPENSATION. SUCH PURPOSES MAY INCLUDE, BUT NOT BE LIMITED TO: DEMO REELS, CONTENT PLACEMENT ON THE COMPANY WEBSITE, BUSINESS BROCHURES, AND OTHER PROMOTIONAL ENDEAVORS. IN NO CASE WILL THE CONTENT BE SOLD OR DISTRIBUTED TO ANY THIRD PARTY. IN NO CASE WILL THE CONTENT BE EXHIBITED IN A MANNER THAT CONTRADICTS OR COMPETES WITH THE CLIENT'S INTENDED USE OF THE PRODUCT.