



Content Service Agreement

v1.0

Introduction

While some standardised legal terminology is unavoidable in this document, we try to write everything in plain English. To do this, we frequently use terms like “we” and “you.” “We,” “us,” “our,” and “the Company” means Rubber Duckers, a corporation registered in the United Kingdom. “You,” “your,” “Customer” or “Client” in this document is you, our Client.

Current Hourly Rate

Throughout this document, reference is made to our current hourly rate. This rate is defined as our hourly rate that is in place at the time a service is requested, not at the time this agreement is executed. We will provide you with our current hourly rate upon request.

The Project

You are hiring us to complete your project according to the specific scope of work we described in the proposal of services document you received. The proposed cost of the project in the proposal includes only this work. When you hire us, we are independent “work for hire” contractors and not employees of you or your business.

Availability and Communication

We are available via email and phone Monday through Friday from 9:00 am to 5:00 pm. Our normal response time is one business day, though our response time may vary. Outside of photography and videography shoots we do not work on weekends or holidays. Clients with current website management services receive priority response times. Office phone and email are the primary means of communication accepted for our work together. We do not communicate officially via mobile phone, text message, social media, or instant/private messaging (like Facebook Messenger, Slack or WhatsApp) since we cannot track these requests as a team. While we may respond through these channels, we cannot guarantee that requests made this way will be logged or acted upon.

The Proposal of Services

The Proposal of Services details the work we will deliver to you, including without limitations, the deliverables and specifications thereto, and any and all compensation to be paid for such work. If additional services are requested by the Client, the parties may execute additional Proposals of Service. Notwithstanding the foregoing, the terms of any Proposal of Services entered into between the parties, shall supplement the terms of this Agreement. If there is a conflict between this Agreement and any

part of the Proposal of Services, the terms of the Proposal of Services shall be binding regarding scope of work and the fees for said work.

Time Frames

It is our experience that a typical video or photo project can take up to 6 weeks (not including holidays). This is a rough estimate and depends on a number of factors, including but not limited to the complexity of your project, our current workload, material availability, and any problems that might arise as we work on your project. Unless specifically defined in the Proposal of Services, we do not guarantee completion by a specific date. Under this contract, time is not considered of the essence unless explicitly agreed upon in writing by all parties. While we endeavour to start your project quickly, we will not begin your project until your deposit (explained below) has been received and onboarding is complete.

Delayed, Suspended and Abandoned Projects

In our experience, projects can often stall as we wait on assets, information, feedback, approvals, etc. that we have requested from you. While we are waiting on your response, we will normally begin to work on other projects to make efficient use of our time.

A project is considered delayed if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 5 business days. When a project is delayed, we may remove it from our active queue and place it at the back of the line. Work will resume on a delayed project when we have received what was requested and our queue of work allows us to focus on your project again.

A project is considered suspended if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 45 days without a reasonable cause as determined by us. When a project is suspended, an invoice for the remaining balance of the project shall be sent and considered due upon receipt. Once a project is considered suspended, it is the sole responsibility of the client to reactivate the project by (1) Supplying all items necessary to complete the project and (2) Paying the balance of the project in full.

After a project is considered suspended, we will not perform any additional work on the project until the project has been reactivated as explained above.

A project is considered abandoned if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 90 days without a reasonable cause as determined by us. When a project is abandoned, any monies paid to us for the project in question shall be forfeited.

Unless specifically provided otherwise in the Proposal of Services, if any video project is not completed within ninety (90) days from the completion of onboarding due to

delays caused by the client in providing necessary assets, information, feedback, approvals, etc., we reserve the right to cancel the project.

Shoot Days

Shoot days may be rescheduled up to two times after the deposit has been paid, provided we are notified at least 48 hours in advance via email. Any rescheduling requests made within 48 hours of the scheduled shoot day will result in the forfeiture of the deposit, and a new proposal of services will need to be created for the rescheduled shoot day. Please note that this policy ensures proper planning and allocation of resources to deliver the highest quality service for your project.

Change Budget

Changes to the scope of work detailed in the Proposal typically incur additional costs and time. At our discretion, we may include a Change Budget in the Proposal to accommodate such requests. The Change Budget applies to changes requested to the original scope of work or previously approved items. We will create a supplementary scope of work and provide a cost estimate for the requested changes. Upon your approval, the cost for these changes will be included in the final project invoice at our discretion.

Payment Schedule

In consideration of the services to be provided hereunder the parties agree that the Company shall be paid in accordance with any Proposals of Service executed by the parties pursuant to this Agreement.

Our standard payment terms are:

- 50% of the Cost of Proposed Scope of Work due as a non-refundable deposit upon acceptance of the Proposal and this Contract
- 50% of the cost of the proposed scope of work is due upon completion of the deliverables
- Any portion of the Change Budget used will be included in the final invoice

Upon receiving the final project invoice, the project must be paid in full, including any amount of the change budget used within fourteen (14) days. All project invoices are payable on receipt. At our discretion in certain cases, primarily for large scale projects, we may request that payments be made at certain additional milestones. If milestone payments are necessary, they will be specifically detailed in the Proposal.

Payment Methods

Our preferred payment method is BACS transfer. If you require card payment, we can provide the option via Stripe but this is not available by default and must be requested.

Termination and Refunds

This Agreement may be terminated immediately by either party upon written notice for any of the following:

- Upon five (5) days prior written notice by either party to the other party, or
- If the other party defaults in the performance of any material provision of this Agreement, which default is not cured within twenty-eight (28) days after written notice from the non-defaulting party.

If you wish to terminate the project after this agreement has been executed, your initial 50% deposit is non-refundable. If you elect to terminate the project at any point after the production phase has begun (as defined in “Our Content Creation Process”, you will be liable for the entire cost of the project.

If we elect to terminate a project, we will create an estimate of the percentage of the scope of work that has been completed. If the percentage of work completed is less than the percentage of the project that has been paid, we will issue a refund for the difference. If the percentage of the project that has been completed is more than the percentage of the project that has been paid, an invoice will be issued for the difference.

Assets for a terminated project (such as the RAW footage, photographs, custom graphics, etc.) will be delivered to the client when the client’s account reaches a zero balance.

Intellectual Property Rights (Who Owns What)

“Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights.

For example, if we use a stock photo in your video deliverable, you typically pay for the licence to use the photo but you do not own that photo. If you have questions about licensing issues like this, just ask.

Depending on the scope of work for your project, we may utilise text, images, or other content generated by Artificial Intelligence (AI) systems. The intellectual

property rights, including copyright and ownership of such AI-generated content, may involve unique considerations and could be subject to claims by third parties. You guarantee the written content you provide is original, or that you have the rights to use it. You also guarantee you have licences to use images which are owned by photographers or have been purchased from stock libraries. You agree to protect us from any claim by owners of copyrighted material. When our work requires licensed fonts or images from stock libraries, we'll ensure you'll be licensed to use them. When your project is completed, or payment in full for your project has been received, and provided that this contract hasn't been terminated, we'll assign intellectual property rights to you as follows: You'll own the graphic files we produce during your project. We'll give you permission to use these files for any purpose. We'll own the unique combination of elements which constitute the complete design. We'll licence it to you, exclusively and in perpetuity, for this project only.

Our Content Creation Process

Our typical content creation process is described below. This process may change based on the requirements of your project. If changes to this process are required, they will be outlined in the Proposal of Services.

Onboarding

- At the beginning of your project, we will provide a client portal to assist you in the process of onboarding and providing the content we will need to complete the project.
- Within the onboarding phase you will have the opportunity to provide us with a brand pack and any existing assets to be used in the Production phase.
- Onboarding is complete once the onboarding form provided has been completed and we receive the assets we need such as logos, photos and videos to be used in the project.

Pre-production

- You will be provided with a pre-production document that will contain some or all of the following: deliverables and objectives, mood board, set plans, interview questions, storyboard, shot list, risk assessment and deliverable formats.
- Pre-production is complete once the document is signed off and production dates have been scheduled.

Production

- The production stage is reserved for the shoot days needed to capture all of the content needed for the project such as video, photo or audio content.
- Production is complete once every shoot day is complete.

Post-production

- The concept depicted in the pre-production phase is converted into deliverables. The file type and formats of the deliverables will be determined in the Pre-production phase.
- Post-production is complete once each of the deliverables have been produced as outlined in both the proposal and pre-production document.

Revisions

- You review the deliverables and create a list of revisions that need to be made.
- Revisions are minor updates (as determined at our discretion) and changes to existing content.
- The Change Budget is used for change requests such as but not limited to:
 - New deliverables you want to add to the project
- The revision phase concludes when you provide approval in writing and the final payment is received.

Delivery and backup

- Video and photo products will be delivered in the resolution and format stated in your pre-production document and will be uploaded to your Google Drive folder, accessible through your client portal.
- We will keep a copy of your deliverables as outlined in your Proposal of Services for 6 months after the project has been completed and are happy to re-deliver at your request. After 6 months your files may be deleted and will no longer be our responsibility.
- For an additional fee, you have the option to purchase the RAW footage and/or images from your project. Pricing is determined on a project-by-project basis.

Legal stuff

We carry out work in accordance with good industry practice and at the standard expected from qualified people with relevant experience. That said, we can't guarantee our work will be free from errors. We won't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we have been made aware of them.

Your liability to us will be limited only to the price stated in this contract. You won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we have been made aware of them.

If any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Artificial Intelligence (AI) Generated Content

Depending on the scope of work for your project, we may utilise text, images or other information generated by Artificial Intelligence systems, collectively referred to as "AI-generated content." If we elect to use AI-generated content, we will do so in compliance with applicable laws, regulations, and ethical guidelines, and will obtain any necessary permissions or licences for the use of such content on the website. Should the Client supply any AI-generated content for inclusion on the website, the Client shall ensure that such content complies with all applicable laws, regulations, and ethical guidelines. The Client shall obtain and provide evidence of all necessary permissions, licences, and consents required for the use of the AI-generated content.

Testimonials, Marketing and Attribution Links

We reserve the right to use your project as an example in our promotional materials including but not limited to case studies, web pages, blog posts, social media posts, magazine articles, and videos. We will place an attribution link in the footer of your website that links back to our home page. At the end of your project, we may also ask you for a quote describing your experience working with us. We may request your permission to serve as a reference for future clients.

Disclosure to Law Enforcement

We will disclose information about our clients to law enforcement agencies without further consent or notification to the client upon lawful request from such agencies. We will cooperate fully with the legal requests of law enforcement agencies.

Indemnification

The Client agrees to indemnify and hold harmless the Company, its subsidiaries, contractors, employees and affiliates and each of their respective directors, officers, employees, shareholders and agents (each an “Indemnified Party”) against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, “Losses”) to which an Indemnified Party may become subject and which Losses arise out of, or related to the Agreement, Client’s use of the Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse an Indemnified Party for all legal and other expenses, including reasonable lawyer’s fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

Choice of Law and Forum

This Agreement, and any related Statements of Work, shall be construed in accordance with, and governed by, the laws of the United Kingdom without regards to Conflict of Law principles.

In the event of any dispute or disagreement with respect to the meaning, effect or interpretation of this Agreement or in the event of a claimed breach of this Agreement, the parties hereto agree that such dispute shall be determined through mediation. The parties will mutually select a mediator and share the cost of mediation equally. If the parties cannot agree upon a mediator then each party shall select a mediator and those mediators shall, independent of party input or control, select a mediator to mediate the dispute. The parties agree to cooperate fully with the mediator in good faith in order to reach a mutually satisfactory resolution of the dispute.

Refusal or Discontinuation of Service

We reserve the right to refuse, restrict or terminate service to any client for any reason.

Disclaimer of Warranty

We will perform our work in accordance with good industry practices and at the standard expected from a suitably qualified person with relevant experience. We cannot guarantee that our work will be error-free and so we cannot be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you’ve advised us of them.

The Company hereby disclaims all warranties of any kind, either express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect server equipment, computer programs, data or other proprietary material.

Limitation of Damages or Liability

In no event will the collective liability of the company, its affiliates and its licensors, service providers, employees, agents, officers and directors be liable for damages of any kind, under any legal theory, for harm caused by or related to the customer's services or inability to utilise the services, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by TORT (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Notwithstanding anything else in this Agreement, the maximum aggregate liability of THE COMPANY and any of its employees, agents, contractors or affiliates, under any theory of law should not exceed the amount of fees it has collected on the customer's account in the last six months.

Force Majeure

We shall not be considered in breach of this Agreement if we are unable to complete the Services or any portion thereof due to events beyond our control, including but not limited to fire, earthquake, labour disputes, acts of God or public enemy, pandemics, death, illness, incapacity, or compliance with any local, national, or international law, governmental order, or regulation (collectively, "Force Majeure Events"). In the event of a Force Majeure Event, we will endeavour to notify you of our inability to perform or any delays in providing our services.

Severability

No part of this Agreement will be affected if any other part of it is held unenforceable or invalid.

Headings

The headings in this Agreement are inserted for convenience only and are not a part of this Agreement.

Entire Agreement

This Agreement, and any Proposals, constitute the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be waived, assigned, extended, amended, supplemented or modified orally, but only by a written instrument signed by the party against whom enforcement of any such waiver, assignment, extension, amendment, supplement or modification is sought.

Modifications

This Agreement may not be changed or modified except in writing signed by the parties.

Construction

The parties acknowledge and agree that they have read, understood and have actively negotiated the terms of this Agreement, participated in its drafting and have been represented by legal counsel. Therefore, this Agreement shall not be deemed to be the product of either party and shall not be enforced or interpreted any more stringently or strictly against either party.

Assignability

Neither the Company nor the Client may assign this Agreement without the prior consent of the other.

Agreement

Please sign on the project proposal provided signifying that:

- You have read, understood, and agreed to this Services Agreement
- That this Content Project Contract and the Proposal of Services comprise our entire agreement.