

**TERMS AND CONDITIONS FOR CINEMATOGRAPHY SERVICES
NOT RELATED TO FILMING**

These terms and conditions apply to work executed and/or services provided by MELS STUDIOS AND POST-PRODUCTION S.E.N.C (hereinafter referred to as "MELS") on behalf of a client or the representative of the said client (hereinafter referred to as the "Client"). The term "Element" or "Elements" used in this text applies to any film, videotape, cassette or audio tape, CD, DVD, hard disk or any recording in any format, for present or future use, containing images and/or sound, whether pre-recorded or blank, and all rights relating thereto.

1 Client Authorization

All work and services provided by MELS must be accompanied by a work order or by a written request by the Client or upon an approved quote written by an authorized MELS' representative, and the responsibility of sending such authorization falls upon the Client. In the absence of a purchase order, written authorization or an approved quote, the Client accepts without reservation that all work requested verbally will be executed and charged to the Client according to the best understanding of the MELS employee(s) responsible for and/or assigned to the Client. MELS reserves the right to assign or subcontract any job or portion of a job or any service to be performed for the Client.

2 Applicable Rates

The applicable rates for the Client are the following, in descending order of priority:

- a) The rates indicated on a quote or offered by MELS, having been wholly accepted and signed by the Client, before any work or service has begun;
- b) The rates indicated on a purchase order completed by the Client and accepted in writing by MELS;
- c) MELS general rates are effective the date the services requested by the Client, verbally or in writing, were performed.

2.1 Additional Products and Services

Totals indicated on the cost evaluation may vary according to the quantity of products and services actually used. All additional products and services shall be charged to the Client at the rate indicated on the cost evaluation or, by default, at current Client rates. Should it so happen that work in progress needs to halt, MELS shall bill for all services provided and used up to the time that work stopped.

2.2 Services Provided on Weekends and Statutory Holidays

Receipt and delivery of Elements during the weekend must be planned in advance. MELS shall invoice additional fees when such work and services have not been planned in advance and/or causes overtime fees.

MELS reserves its rights to impose additional fees for work and services requested by the Client on holidays.

2.3 Sales Tax

Applicable sales taxes are not included.

3. Cancellation of a Work Session Reserved by the Client

In the case of a work session being cancelled by a Client, MELS will apply the following policies:

- Cancellation less than 24 hours before the start of a reserved work session: the work will be invoiced at 100% (one hundred percent) of the Client's current rates;
- Cancellation 24 to 48 hours before the start of a reserved work session: the work will be invoiced at 50% (fifty percent) of the Client's current rates.
- Cancellation 48 to 72 hours before the start of a reserved work session: the work will be invoiced at 25% (twenty-five percent) of the Client's current rates.

All cancellations of work sessions on a weekend and/or the following Monday must be made in writing (email or fax) before 5:00 p.m. the Thursday prior to said work session, failing which the work shall be invoiced at 100 % (one hundred percent).

4. Shipping

All shipping fees and customs brokerage fees are payable by the Client. Client assumes all risks related to the conservation and shipping of said material or Elements.

5. Credit and Security

All new Clients must complete, in advance, a credit request for invoicing purposes, and MELS reserves the right to offer or refuse credit facilities to the Client at any time, including the right to revoke any credit facilities previously granted. In general, unless a specific written agreement has been made to this effect, the Client accepts to pay all balances owing to MELS in the thirty (30) days following the billing date. Interest rates calculated at a rate of one percent (1%) monthly, or twelve point sixty-eight percent (12.68%) annually, will be applied to all overdue balances. All requests for payment in instalments must be made in writing and accepted by MELS before the work begins.

By virtue of article 1592 of the Civil Code of Quebec, the Client recognizes that MELS has the right to retain any material or Elements pending full payment by the Client for the balances owing in relation to said material or Elements.

MELS reserves the right to ask for a deposit which may be applied to any outstanding balance after MELS has completed all their work.

The Client assumes all risks related to the conservation of said material or Elements by MELS.

No additional payment period will be granted in cases of re-invoicing requested by the Client.

6. Insurance

The Client is therefore advised that it is the Client's responsibility to insure all Elements or material shipped to or left with or held by MELS against any loss, theft or damage, including damages resulting from the negligence or the fault of MELS, its employees or subcontractors. The Client agrees that the insurance must cover all losses, including direct and indirect losses, for which insurance is available, and that this insurance must contain a clause to the effect that the insurance company waives any right of subrogation against MELS, its employees or subcontractors. The Client represents and warrants that it holds such insurance and agrees to provide MELS with a copy of the applicable insurance policy upon request.

7. Representations and Warranties

MELS agrees to use the optimal techniques to minimize risks in relation to the Client's Elements or those created on the Client's behalf. However, the Client recognizes that MELS, its employees or its subcontractors assume no responsibility for any damage to, or any loss, destruction or theft of one or several Elements under any circumstances, including the direct or indirect fault and/or negligence of MELS or one of its employees or subcontractors and agrees to keep MELS, its employees and subcontractors indemnified from any judicial proceedings to this effect. The Client represents and warrants that at all times during the execution of the work by MELS, the Client is the sole owner of the original material or Elements, or should that not be the case, that the Client has the right to reproduce, have reproduced, transform or have transformed said material or Elements and the Client shall provide evidence thereof to MELS upon request. In addition, the Client represents and warrants that MELS's execution of creative and technical work using the Elements provided does not constitute an infringement on a third party's rights, in whatever jurisdiction, and the Client agrees to keep MELS indemnified from any legal fees incurred and from any judicial proceedings to this effect, if need be. MELS can refuse to work with Elements deemed receptive, indecent, defamatory, illegal or otherwise prejudicial. MELS retains ownership of its designs and its databases and of the technology and knowledge used to provide the Services. The Client retains ownership of all original Elements. The Client is also advised that it must keep backups of all Elements delivered to MELS and that MELS assumes no responsibility for the failure of the Client to do so.

8. Defective Material

The Client authorizes MELS to deal in an appropriate manner with any original material or Element supplied that may be defective or may have damaged film stock or may be in an irregular material or photographic state. Should it so happen that MELS must correct in some way the material or Element in question, MELS will charge the Client the applicable fees relating to the time and treatment required for said material or Element, and for any laboratory products used to this effect. MELS is not obligated to correct the material and will not be held responsible for its refusal or inability to do so.

9. Storage of Elements

MELS will store the film, data, sound or video Elements of a post-production or duplication project at no charge, from the time work begins through project completion. Once the work is completed, the Elements will be placed in storage in the vault and the Client will be charged at the current rates and these charges will be applied thirty (30) days after the delivery of the "copy 0" or the production of the video master. As of that day, monthly storage fees will be applied at the current rates, unless the Client has made arrangements with MELS to retrieve said Elements, provided that said Elements are not the subject of a pledgeholder agreement or that MELS is not obliged to keep said Elements by virtue of a multiparty agreement signed concerning said Elements. Any shipping of material or Elements to the Client at the end of a project will be charged to the Client. Finally, after a period of thirty (30) days following a written notice to this effect having been sent to the last known address of the Client, MELS can, at its own discretion:

- (a) return the Element(s) to the Client at the Client's last known address, at the expense and risks of the Client; or

- (b) store the Element(s), at the Client's expense and risks, in a location of MELS's choosing; or
- (c) destroy the Element(s).