

Molinare TV & Film Limited Commercial Terms

1. Rates

1.1 Rates for our Offline Services and Finishing Post services are as stated in the quotation provided to the Client. Where the Client requires services during non-standard hours the following rates, expressed as a percentage of our quoted standard hourly rates (100%), will apply, subject to the remaining provisions of this section:

Days	Hours	Rate %	Minimum booking time	Comment
Monday to Friday	06.00h - 09.00h	120		
	09.00h - 18.00h	100		
	18.00h - 21.00h	130		
	21.00h - Midnight	150		
	Midnight - 08.00h next day	200		
Saturdays and Sundays *	09.00h - 18.00h	150	4 hours	
	18.00h - 21.00h	175		
	21.00h - 08.00h next day	200		
Bank Holidays *	All hours	200	4 hours	For late (after 11pm) sessions the Client will be required to pay extra staff surcharges per paragraph 2

Excluding the Jack Cardiff Theatre which is charged at 200% for **all hours on Saturdays, Sundays, and Bank Holidays.*

1.2 Where set-up time is required prior to the start of a new session, especially on complicated productions or if additional equipment requires configuring and testing, the Client will be charged for this time at 50% of the rate applicable to the main session, subject to a maximum of 8 hours.

1.3 The hourly rate includes the provision by the Company of a studio equipped with the Company's standard hardware and software set up. Where the Client requires non-standard items, including software plugins, these will be provided where possible and will be charged separately. Information on standard studio equipment is available on request.

1.4 The Company will supply complimentary refreshments on site, details of which can be found in our welcome pack. Extra refreshments will be subject to an additional charge under paragraph 2.

2. Additional Costs and Expenses

2.1 If a Client's edit or creative session runs past 11pm it may be necessary for Molinare staff members to get a taxi home or, at Molinare's option, to stay overnight in a local hotel. If this is required, these costs

will be charged to the Client's account but will be limited to staff specifically attached to the production, such as mix technicians, mixers, editors or colourists (not runners, for example). Staff taxi charges will be capped at £100 per person per night.

2.2 Molinare will be entitled to pass on the cost of all additional expenses incurred by the Client as part of its production work including without limitation: file transfers, taxis, couriers, bikes, consumables, printing, phone calls, refreshments (over and above those provided by the Company) and meals. These costs as well as being recharged to the Client will be subject to an administration charge of 30%.

2.3 Where the Client requires Molinare to procure designated third party productions specialists, the terms and conditions, including without limitation the payment terms, applicable to the provision of their services will be passed through to the Client and the Client accepts that it will be bound by such terms and conditions.

3. Contract Formation & Minimum Spend Commitments

3.1 A legally binding contract (**Contract**) comes into effect when the Client has indicated its acceptance in writing, whether by DocuSign, email or otherwise, of a Molinare offer to provide the Deliverables set out in the relevant quotation within the acceptance period specified therein. **Where the Deliverables specified in a quotation are changed or the Client requests additional Deliverables a new or supplemental quotation will be issued for acceptance by Client in the same manner.** For the avoidance of doubt it is not a requirement of the contract formation process for the Client to indicate or confirm its acceptance of Molinare's quotation by means of a corresponding purchase order (**PO**) and accordingly the failure by the Client to follow up on its written acceptance with a PO within said period, or to submit a PO at all, shall have no contractual effect. Upon a Contract coming into effect, the Client is guaranteed the use of the services and/or facilities itemised in the quotation in the quantity and for the time period specified in the quotation together with any requested Molinare production specialists such as colourists.

3.2 Notwithstanding 3.1 above, Molinare reserves the right to require a deposit to be paid as condition of any Contract, in which case the Contract will not come into effect until and unless we have received the payment of the deposit. Molinare reserves the right to decline any request for services at its discretion.

3.3 It is entirely the Client's responsibility for ensuring that it has booked sufficient time to allow for the completion of a given project.

3.4 The Client acknowledges and agrees that Molinare only supports Finishing Post services at its own Premises and accordingly that when the Client enters into a Contract for Offline Services the Client will be presumed, unless the parties agree otherwise in writing, to require Finishing Post Services provided by Molinare rather than from a third party service provider. When Molinare quotes for Client's requested Offline Services, Client will also be given an initial quotation for Finishing Post Services with a minimum spend commitment, which it will be deemed to have accepted with the Offline Services quotation.

3.6 **All Contracts formed in accordance with this clause are subject to our cancellation policy (see paragraph 4 below).**

4. Cancellations and Changes to Contracts

4.1 Where the Client has entered into a Contract in accordance with these terms but subsequently cancels the Deliverables or any of them for any reason, Client will be liable to pay Molinare a cancellation fee equal to 100% of the unpaid balance of the quoted amount for such services within 30 days of giving

notice to Molinare of the cancellation. If Molinare is able using its reasonable endeavours to re-sell the relevant cancelled services and/or facilities and has confirmed such resale to Client within 90 days of the Client's written cancellation, Client's cancellation fee shall be discounted by 20%.

4.2 Molinare will attempt to accommodate changes to the Client's preferred hire dates but the Client acknowledges that Molinare's resourcing of the Services and its ability to provide services to the Client's delivery dates is based on the assumption the client's picture lock and service delivery dates will not change. If the Client proposes to change any of the agreed picture lock dates, it must give Molinare reasonable prior written notice of such change and Molinare shall endeavour in good faith to provide the necessary work arounds to ensure the Client's preferred lock dates are achievable. Where Company agrees to Producer's request to change a picture lock date or service delivery date the Parties shall agree in good faith to formally document such changes (and any consequential changes to service delivery dates or the Client's production schedule). Company shall only be bound to comply with changes to a picture lock date which have been agreed in writing by the parties' respective authorised representatives.

4.3 Without prejudice to clause 4.2 above, if the Client requires a change to a lock date without changing the delivery date and Molinare determines that, in order to meet the original delivery date, services will need to be provided during non-standard hours, the Client accepts that the non-standard hourly rates set out in clause 1 will be payable for such services.

5. Payment Terms & Copyright

5.1 Our standard payment terms are 30 days from the date of invoice unless agreed otherwise in writing, and regardless of whether we have received a purchase order from Client corresponding to such invoice. Where we require the payment of an upfront deposit as a condition to the Contract, and unless otherwise agreed in writing, payment must be received by us within 5 days of the date of invoice, or prior to the commencement of work by Molinare, whichever is earlier. If Client fails to make payment of a deposit within the required period, it accepts that the Deliverables under the Contract cannot be guaranteed. Molinare reserves the right to charge the statutory rate of interest on any late payments. In accordance with clause 2.3, Molinare reserves the right pass through to Client the payment terms of designated third party suppliers requested by Client.

5.2 No transfer to the Client of the copyright and any related intellectual property rights in on-line production work carried out by Molinare shall take effect until Molinare has received payment in full for such work. Molinare hereby reserves all such rights to itself until and unless all such payments have been made in full in cleared funds.

6. VAT

All rates are quoted exclusive of VAT which will be charged at the prevailing statutory rate.

7. Quality Control and Client Sign-off

7.1 It is the Client's responsibility to attend the final Quality Control (QC) review and to sign off on a completed asset prior to delivery to broadcasters. If however the Client declines to attend the QC review it shall be deemed to have authorised Molinare to carry out the review and to have accepted Molinare's determination of the outcome of the QC review. Upon successful completion of QC, Molinare will supply the Client with a passed QC report once all checks have been completed and signed off.

7.2 Where sound and/or picture content is supplied by the Client to Molinare for inclusion in completed project for the purpose of creating deliverable copies (**Third Party Content**), it is the Client's duty to ensure that it is satisfied with the technical and editorial sound and/or picture quality of such Third Party Content. The Client agrees to bear the full cost of rectification work if (i) Third Party Content fails any

mandatory QC test or does not meet any other requirement of the relevant broadcaster of the programme, or (ii) the programme content fails to meet the requirements of the relevant broadcaster in any other respect. The Client represents and warrants that it has secured the necessary rights in all such Third Party Content.

7.3 The Client acknowledges and accepts that it bears full responsibility for securing and paying for any Dolby or other third party licences.

8. Storage & Library Services

8.1 Data storage included during offline or finishing post will be clearly marked in the relevant quotation. Any additional data storage required will be charged at the rate displayed in the quotation. If the Client has a large storage requirement Molinare may require it to bring its own storage device.

8.2 Molinare will not be held responsible or liable for the quality or integrity of source data or media supplied by the client. Where Molinare is providing services on data or media provided by the Client (and unless contracted to provide a full dailies service where source material is checked and backed up as part of the service delivery process) it remains the Client's responsibility to ensure the integrity of the data and media provided and that additional copies are created and retained by the Client in accordance with its commissioner's specifications.

8.3 Only the minimum amount of media will be transferred to online or nearline storage systems. RAW rushes will not be kept on nearline or online storage once they have been debayered and/or processed for use.

8.4 Unless instructed to the contrary in writing, Molinare will delete all working media and deliverables 60 days after delivery of asset. If Client requires Molinare to store or archive materials beyond the 60 days, storage charges will apply. It is the responsibility of the Client to inform Molinare in writing of any future archiving requirements within this period, for which Molinare will then issue a quotation.

8.5 Once media has been moved to LTO in line with Molinare's media retention policy, if the Client requires media to be restored back on to servers a restoration fee of £2,500 plus VAT will apply.

8.6 Molinare reserves the right to archive work completed for production by Molinare. Molinare will not hold or archive any media that is not used in the final delivered version of the project, and will not hold or archive any renders that have been used to create deliverables for the relevant production company, distributor or broadcaster.

8.7 If the Client requires Molinare's project to be restored from archive, Molinare's standard charges will apply. Molinare will return any physical media belonging to the client after completion of the project. If materials are required to be destroyed, the cost of destruction will be passed on to the Client plus an administration charge of 30%.