The Production Company xxxxxxxxxxx (Producer) undertakes the production of an advertising project (Project), which assigns to an Advertiser / Advertising Company (hereinafter referred to as Client) on the basis of the following GENERAL TERMS and conditions, as well as the SPECIAL TERMS which may be present in the respective offer:

**1. General Terms for the attached Bid**

1. Any new bid for the same Project cancels any previous one and is valid for 30 days from its issue date.
2. Any written special terms prevail over the corresponding general requirements.
3. If the Client requests substantial changes at the PPM or another phase of production, the Producer should immediately send a written notification to the Client of the cost readjustments and/or the delivery date of the Project. If there is no written negative response from the Client, then it is considered that the readjustments have been accepted.
4. In the screenings while the project is a work in progress, we have budgeted up to three times changes that the Advertising Company and / or the Advertiser may request. For any additional changes, new costs will be incurred, depending on the request.
5. First Screening Date is considered to be the date that a Master Copy is delivered to the Client, unless the Client has notified in written another date.
6. If the Client authorizes this production verbally, that constitutes full acceptance of all terms listed below.
7. This offer, signed by an authorized person of the Client, is a place of assignment and a private agreement

**2. Narration**

1. All quoted narrator fees in these terms relate to current common charges that do not exceed xxx.xx€ per narrator (standard fee). It is possible that some narrators have substantially higher fee.
2. For any changes in text or narrator, in project already presented during work in progress, there will be an extra charge of xxx.xx€ and includes ΧΧ % narrator’s standard fee, new recording, new editing and new remixing.
3. Each additional narrator (from those shown in the specific approved assignment) are charged xxx.xx€ each (it covers narrator's standard fee, recording, sound edit).
4. Each narrator is paid with additional copyrights for each new version of the Project which will be broadcasted and for any new broadcast medium.

**3. Music**

1. Selecting music from the In-house Music Library (with non-exclusive rights) is charged xxx.xx€ per usage, per project, per media, per year of use.
2. Selecting music from 3rd parties’ libraries (non-exclusive rights) will be charged after our offer and your acceptance, per project, per medium, per year of use.
3. Production cost for original music is not included. If the Producer undertakes the production of original music, there will be a ΧΧ % mark-up above and beyond all fees & costs.
4. If the Producer is asked for research and Copyright Clearance of existing music, the cost and terms will be presented upon request.

**4. Talent**

1. If the estimated cost for talent (actors/ characters / presenters etc.) has been stated separately in our bid, then depending on the Client’s selections at the PPM, this cost might change. Under no circumstances may the potential increase in the price for talent be merged with the production cost for any reason.
2. For every additional year of screening and up to 5 years, there will be a surcharge of ΧΧ % on the talents royalties’ fee of each previous year. More than 5 years each negotiation is on a zero basis. It should be noted however that if the Client wishes to secure talent’s royalties beyond the 1st year, they must be prepaid within 3 months after the first screening of the project, because in special cases extra fees might be asked.
3. Our bid covers only the mentioned media in the General Terms (TV, web, cinema, etc.), formats (video, stills, frame grabs, gifs, banners, on hover, etc.), countries and broadcast duration. Use of Talents outside of the project is not included and requires a special contract.
4. Given that we must apply the current legislation on the use of children and the elderly in shootings, after the talent selection at the PPM, we will inform you if they require extra days for their recruitment, affecting accordingly the submitted timetable and delivery date of the project.
5. The rights of use of the talents for broadcasting in audiovisual media (CINEMA, WEB, SOCIAL MEDIA, CCTV, etc.), other formats, countries and for a duration up to 5 years, are estimated according the agreed calculation system between the Producers Association of Communication Tasks (PACT) and other relevant unions.

**5. Cut Versions - Adaptations**

1. Cut Versions or Adaptations in the Project of our production, can be made only by the Producer. The cost for each cut version is xxx.xx€ and it includes the fee for only one narrator up to xxx.xx€. Copyright costs for the talents and music (whatever applies) are not included in the above amount.
2. If an extra shooting is requested or special changes (new packages, product replacement, usage of another project shots, additional narrators, etc) a new bid will be given as needed.

**6. Third Party Cooperation**

1. If any footage from this Project is requested, from a different production company for another project of the same Advertiser, under the condition that a written approval will be given, the cost for each shot will be xxx.xx€ per every new project used. This amount does not include any talent royalties.
2. For any additional work, which may be requested, other than those already included in the initial offer and the special terms, there will be charged in account including the labour cost plus xx% for our company's expenses and fees.
3. If one or more frames from the project are used for another commercial use (entries, forms, packages, social media, web sites, etc.), there will be an extra charge for each frame. This amount covers the additional fees of the parties directly involved in the project (Director of Photography, Costume Designer, Make-Artist, Hair Stylist, etc.), and the extra costs of filming, overtime collaborators, etc. The same applies to photo shooting during shooting. The rights of use of persons are not included in this cost.

**7. Transfers for Cinema Screening**

1. Cost for transfer for cinemas depends on TVC duration and technical standards (Dolby SR, DTS, etc).
2. Cost for cinema materials preparation for transfer is xxx.xx€.
3. Converting MASTER to DCP, Dolby 5.1 Emulation (MXF File (s) containing the pictures in JPEG 2000 Codec & XYZ Colorspace, MXF File(s) containing the sound channels, XML files identifying the elements of the film and how they should be played). Cost (up to 10 USB sticks / halls) xxx.xx€ . Each additional USB Stick will cost xxx.xx€. Note that the above process (which is usually followed in the Greek market) converts the stereo sound mix of the film into DOLBY 5.1 Emulation. If for some reason you would like Native DOLBY 5.1, which will mean all sound, music, dialogue and effects tracks must be available to make a real mix of DOLBY SURROUND 5.1 in London, a process that requires a separate cost proposition.

**8. Radio Spots**

1. In case the audio track of the project is used as a radio spot, there will be an additional charge of xxx.xx€ for one narrator, plus xxx.xx€ for each additional narrator.
2. For a new Radio Spot production, the cost is xxx.xx€ with one (1) narrator, plus xxx.xx€ for each additional narrator. This price includes one (1) year royalties for one (1) year use in Greece.

**9. Payment Terms**

1. Repayment of Production will be as follows: xx % paid in cash upon approval of this bid, xx % before the first screening of work in progress and the remaining xx % (plus costs that may have occurred in the course of production) upon delivery of the Master Copy. VAT is not included in the agreed prices and is always paid in cash.
2. All invoices must be fully repaid within 30 days from issuing date.
3. The Producer always reserves the right to transfer our invoice of this production to a Factoring Agency, according to the agreed terms of co-operation with the above-mentioned company.
4. The quoted amount in our offer of Talent Royalties is an estimate and is included in the total Production cost. The exact amount of Royalties will be calculated accurately upon finishing the job.

**10. Copies**

1. The shooting, image processing and MASTER COPY will be made at aspect ratio 16:9 / PAL 720x576 anamorphic / PCM wav 44.1. Oi order to adapt the Master Copy and copies in a different aspect ratio -if that is possible- will carry an additional cost depending on the required work.
2. Project copies for television, cinema, web and radio are to be produced only by our company.
3. Master Copy cost is xxx.xx€. Master Copy refers to any different Master Format of the final project (ftp, frame sequence, web upload or any other kind of transmission). With the cost of Master Copy includes the archiving of the materials (rushes, frames, layers, mattes, etc.) used for this specific version, for five (5) years after the date of the issued invoice.
4. If you would like us to keep the materials beyond 5 years, you should inform us before the end of the five (5) year period and place the payment of one Master Copy per Project.
5. Transcoding cost is xxx.xx€ per format (image processing or royalties are not included)
6. Cost for Radio Master Copy is xxx.xx€.

**11. Rights & Royalties**

1. The Producer grants the Client the right to use only the completed final audiovisual project for screening in the territories, media and duration stated in the Special Terms.
2. To use the complete project (or a part of the video or stills), in different media; in subsequent years; or broadcasting in other territories, requires always a new financial agreement.
3. Given that the Producer uses proprietary image processing software, it is not possible to deliver to the Client the raw materials for the final images (masks, layers, backgrounds, etc.)
4. All agreements for future use of rights apply up for 5 years from the first screening. Over the 5 years’ period, all agreements will be made ​​in zero-basis.
5. In the event the Clients request from the Producer to use specific materials (such as music from discography, shots or still frames from the Client’s previous productions) or if the script contains references to real/existing people, facts, likeness or similarities, etc. the responsibility for the rights and any claim regarding their use is borne by the Client.
6. The rights of music, narrators, stock shots, talent and other contributors are covered for the duration of one year from the First Screening Date. After the expiration date, renewals should be paid by the Client through our company with a surcharge of ΧΧ % on the invoices value, one month before the new period of use.
7. Sets, costumes, product mock ups or objects that have been used during the shooting are destroyed or returned (in case of rent). If the Client wishes to keep an item, the Client should notify the Producer in writing prior to the Production Bid.
8. All parties involved in this production (Advertising Agency, Production Company, Director, Director of Photography, Musician, Narrators, etc.) maintain the right to use the project –after its public screening- for non-commercial uses for their publicity (press releases, web site, etc.) submit it in commercial film festivals and competitions, present is to prospective clients as well as use it for their show reels, at no extra royalties cost.
9. If the Advertiser would like to use the project in his web sites & social media without a time limit, you should be aware that Greek law for Intellectual Property (2121/93) does NOT allow the signing of a usage intellectual rights in perpetuity (for talent, music and narrations). Therefore, a production company cannot grant you a right that it cannot be secured/guaranteed legally.
10. Upon expiration of the agreed usage rights period, the Advertiser is allowed to keep the posted projects on his web site and on social media for ARCHIVE use only, at no additional cost to the beneficiaries, as long as the three conditions below are also met.
11. The project can remain uploaded only on a website with distinct archival nature and not on a sales website.
12. Projects posted on social media during the validity of their usage rights, are allowed to remain where they were first posted. New posts or re-posts will result in additional usage rights charges.
13. The projects with expired usage rights cannot be used in contests, product promotions or sales of the advertised products and services, without a new charge.

IMPORTANT NOTE:

All the above stand for Greek talents represented by Agencies members of SAME Union and narrators members of SEDIKE Union.

Other beneficiaries such as: music composers, independent actors/narrators, foreign model/actress agencies, non-members of SAME Union and well-known actors should be informed and be asked for their consent.

Projects containing Library music and stock footage can remain on the web, only if the license purchased specifies this. Royal free rights never apply to indefinite commercial use.

Music tracks owned by Record Companies, covers, cannot remain for archival purposes on client's Social Media at no cost.

**12. Products & Mock Ups**

This offer does not include any cost as to the advertising product or the service, such as:

1. Buy, rent, hire, modify, enhance, alternate or use.
2. Cover fees & expenses of employees of the Advertising Agency/Advertiser/third parties who will use or alternate them.
3. Creating mock ups, models, and partial details of the advertised product. If the creation of mock ups is essential for the shooting and they are not supplied by the Advertising Agency/Advertiser, then the Producer will supply with an additional cost.

**13. Liability**

1. The Producer holds legal liability only for the production process (pre-production, shooting, and post-production) and until the submission of the Master Copy and this liability does not extend to matters relating to the project broadcasting from any medium.
2. Regarding the project transmission, the Producer’s liability is limited only to the payment of the specific rights the producer is handling (talent, music, narrators and footage) under the condition that always these have been paid fully by the Client.
3. The Producer has no liability whatsoever for any claims that may arise from any third party regarding the quality, use or operation of the advertising product/service, allegation or similarity of the script, reference to another product / service / real or imaginary person, such as the use of minors predicted by the script.
4. In case of Major Force situation, the Producer reserves the right to alter a collaborator or other production element for whom/which we have pre–agreed, with another of the similar quality and skills.
5. The Producer has no legal or any other liability in the event of a co-worker with whom has signed a contract on behalf of the Client, breaks his contract terms.

**14. Shooting with An Unmanned Aerial Vehicle (Drone)**

If the script or the client requires shooting with Drone, then we believe the client is aware that:

1. The Drones we provide are of the latest technology and equipped with modern safety systems such as automatic landing, propeller protection, advanced remote-control systems, etc.
2. However, several cases have been reported where a Drone has lost contact with his operator and lands in an unknown location, with a result in losing the recorded videos. In such a case, we are not responsible for these materials, which are not encoded and can be seen by anyone who retrieves the Drone.

**15. Filming with Minors**

According to the existing legislation (Law 1897/89 & PD 62/98)

**Article 3 / Artistic and similar occupations**

1. With the permission of the Ministry of Labor, the employment of minors who have not reached the age of 15 in theatrical performances, music performances or other artistic events, advertising programs, fashion shows, radio or television recordings or broadcasts, video recordings, cinematographs, as well as their use as models, as long as their physical and mental health and morals are not harmed, is allowed.

2. In accordance with paragraph 1, a Labor Inspection license is granted to the employer upon his request and should state the name and the age of the minor, the type of work he/she is about to do, the daily schedule and the duration. The License should be granted for a period not exceeding three months. An extension may be provided for exceptional reasons.

3. In order to issue a License or an extension, along with the application the employer should submit a statement that: the necessary measures have been taken to protect the minor; the consent of the person having custody on the minor; **medical certification by the National Health Service and the State Organization of Social Insurance stating there is no risk to the physical or mental health of the minor in the particular project.**

**Article 5 / Working time limits**

1. Minors who have not reached the age of 16, as well as minors in high schools, universities or technical colleges, public or private, recognized by the Government, may not be employed for more than six hours a day and thirty hours a week.

2. Minors should be entitled to a daily rest for at least 12 consecutive hours, which should include the period from 22:00 to 6:00.

3. The daily employment of minors attending high schools or universities of any type, or public or private technical or professional schools recognized by the Government, should begin or finish at least two hours after the end of the course or before the commencement of their courses respectively.

4. The employment of minors in artistic or similar activities may not exceed:

**a) two hours a day for minors from three to six years of age,**

**b) three hours a day for minors from six to eleven years old,**

**c) four hours a day for minors aged eleven to thirteen,**

**d) five hours a day for minors from 13 to 15 years of age.**

5. Overtime work for minors is prohibited.

**16. Other Territories**

1. This bid is valid only for broadcasting and screening the commercial project in Greece and Greek media.
2. For broadcasting outside Greece, an additional XX % on the original production budget is charged for each country. A special agreement will be made for more than 5 countries.
3. The above charge is for the production rights only. Additional agreements should be made for talent, actors, narrators and music.

**17. Cancellation / Postponing / Not Airing**

1. If the shooting of the project is postponed (due to weather, illness of main collaborator/s and general for any reasons which the Producer is not responsible for), or if the production is cancelled, all expenses made until that day will be charged, plus a XX % for Mark Up.
2. In the event of adverse weather conditions, the shooting can take place at the sole responsibility of the Client.
3. If the Client wishes to have Weather Insurance, the Client must notify the Producer at least 3 days prior to the shooting, so the Producer can present the extra cost to the Client.
4. In case of non-screening of a completed project, the entire production cost will be charged except for the usage rights for the agreed media.