

VIDEO PRODUCTION STANDARD TERMS AND CONDITIONS

These Video Production Standard Terms and Conditions (the "Video Production T&Cs") are incorporated by reference into the video production ordering document entered into by Consultant and Best Buy, and set forth the terms and conditions applicable to Consultant's provision of video production services to Best Buy as specified in the relevant Order Form.

1. RETENTION OF CONSULTANT.

- A. Engagement. Consultant agrees to perform the services (the "**Services**") and/or deliver the products (the "**Products**") as set out in the video production ordering document signed by Consultant and the authorized Best Buy approver (an "**Approver**") as designated by Best Buy from time to time, and which incorporates by reference all terms and conditions of the Video Production T&Cs including all exhibits and attachments hereto ("**Order Form**"). Unless otherwise agreed by both parties in writing for a specific transaction, no inconsistent or additional term or condition in any Order Form shall be applicable to a transaction within the scope of the Video Production T&Cs. Both parties specifically agree that any terms and conditions on any of their purchase, sale or invoice documents used hereunder which are in addition to or in any way inconsistent with the Video Production T&Cs shall be inapplicable and the terms of the Video Production T&Cs shall govern.
- B. Standards. In connection with the performance of the Services and the delivery of the Products, materials or documentation under the Video Production T&Cs, including for the video project listed in the Oder Form, Consultant will, and will ensure its employees, agents and permitted subcontractors will, at all times: a) conduct its business in a respectable and ethical manner and in accordance with recognized standards of Consultant's business; (b) employ a standard of care, skill, and diligence consistent with the highest professional standards practiced in the industry (the "**Standard of Care**"); (c) be knowledgeable in all aspects of the Services; and (d) not have a history of dangerous or harassing behavior; and (d) be courteous and respectful and professional with Best Buy employees, subcontractors, customers and other third-party consultants. Consultant acknowledges and agrees that throughout the Term of the Agreement, Consultant's obligations, duties and responsibilities will be performed and interpreted in accordance with the Standards of Care. Consultant shall perform the Services or deliver the Products in a manner that does not necessitate Rework. "Rework" is defined as any services or products that require Consultant to correct errors, deficiencies or issues in the Services, or Products caused by Consultant. Consultant shall complete the Rework at no charge to Best Buy.
- C. Deliverables. In accordance with the standards set forth in the Video Production T&Cs, Consultant will

design, develop and provide the Deliverables (as defined in this Section) pursuant to the specifications set forth in the applicable Order Form. "**Deliverables**" means the Products and Services delivered under any Order Form, and include the related specifications and documentation.

- D. Additional Products and Services. Upon the request of Best Buy, Consultant will perform such additional services and provide such additional products as requested by Best Buy. The parties will set out the terms of such additional services using an Order Form subject to these Video Production T&Cs and which may be amended from time to time by Best Buy. Consultant will not provide any additional services or deliverables without obtaining an Order Form signed the Approver. Best Buy will not have any obligation to pay for services or deliverables that have not been authorized by Best Buy.
- E. Third Party Consultants. Notwithstanding any provision to the contrary and in addition to other remedies available to it, Best Buy may retain a third party to perform the Services if Consultant or its employees or subcontractors fail to fully provide the Services as requested by Best Buy. Consultant agrees to fully reimburse Best Buy for the costs and expenses of using such third party. Best Buy may offset such costs and expenses from those amounts owed to Consultant by Best Buy.
- F. No Interference. Under no circumstances will Consultant or its employees or agents or subcontractors interfere with or impede or interrupt the transaction of Best Buy business.

2. COMPENSATION; INVOICES.

- A. Fees. Best Buy will pay Consultant those fees set forth in the applicable Order Form. Such fees will be inclusive of all applicable taxes, except Goods and Services Tax (G.S.T.) or Harmonized Sales Tax (H.S.T.), which may be collectible from Consultant with respect to payments under the Video Production T&Cs. Consultant agrees that, unless otherwise expressly agreed in writing, Best Buy has not guaranteed a minimum or maximum number of hours per week nor agreed to pay any additional fees or other compensation for "overtime" (i.e. hours per week in excess of recognized standards). Each invoice submitted to Best Buy by Consultant must contain information as set forth in Section 2 (C) below. Where an Order Form provides that Consultant will perform certain Services or provide a set number of hours, Best Buy may reallocate, reduce, add to or otherwise amend such Services or hours of Services.
- B. Expenses. Unless otherwise specified in an Order Form, Consultant is solely responsible for all travel and other out-of-pocket costs and expenses which

Consultant incurs performing the Services or providing the Products. If specified in an Order Form, Best Buy may reimburse Consultant for Travel Expenses. "Travel Expenses" shall consist solely of reasonable and necessary travel, lodging, and living expenses incurred by Consultant's personnel in performing the Services that (i) comply with the applicable Best Buy travel policy, available at <https://partners.bestbuy.com>; and (ii) Best Buy has expressly approved in writing in advance. In addition, if Travel Expenses are approved in an Order Form, Consultant may only invoice and be reimbursed for its actual, out-of-pocket Travel Expenses. All other out-of-pocket costs Consultant incurs while performing the Services or providing the Products under the Video Production T&Cs are the sole responsibility of Consultant. If Travel Expenses are reimbursable pursuant to the Agreement, Consultant will submit to Best Buy an invoice, separate from any invoice for Services rendered, for Travel Expenses incurred during the preceding month, together with supporting expense documentation. Such invoices must contain information as set forth in Section 2(C).

- C. Props. All props purchased for the project are the property of Best Buy and should be returned to Best Buy upon completion of project. An itemized, detailed list of props purchased for the project should be kept and sent to the Best Buy Project Manager upon completion of the project, with all accompanying original receipts. If a prop cannot be returned, the reason the prop cannot be returned (i.e. broken/damaged/perishable/etc.) must be documented next to that prop on the itemized prop list. The Best Buy Project Manager will provide instruction on how to return the props to Best Buy.
- D. Invoices. The fees for Services are described in each Order Form issued under the Agreement. Consultant will submit to Best Buy all invoices upon completion and acceptance of each project. Each invoice from Consultant for fees and expenses must specify: (i) the project upon which Consultant is engaged; (ii) the Deliverable or the milestone achieved; (iii) a description of the expense (if any); (iv) corresponding fee rates; and (v) such other information reasonably requested by Best Buy. Invoices which do not comply with these invoice requirements will not be accepted by Best Buy and such amounts will not be due and payable. Best Buy will pay Consultant the undisputed invoiced amount within forty-five (45) days of its receipt of a proper invoice. Consultant will submit to Best Buy all invoices in a timely manner, but in no event later than 180 days from the later of (a) the provision of Deliverables to Best Buy or (b) the date of the invoice was required to be issued pursuant to the Video Production T&Cs. If Consultant fails to submit to Best Buy an invoice within such 180 day period, then

Consultant waives its right to payment from Best Buy for its Deliverables. Consultant agrees to accept Electronic Funds Transfer (EFT) as a means of payment. The parties acknowledge they each have a responsibility to act reasonably regarding any issues with respect to any invoice discrepancies. In the event of a dispute in respect of any invoice, Best Buy will pay the undisputed amounts and the parties will work together in good faith to resolve any disputed amounts within two weeks of the date of dispute. Payment of invoices may be subject to lien legislation and statutory requirements. If applicable, Best Buy will hold back from the invoiced amount the applicable percentage of such invoice until the expiry of the statutory lien holdback period applicable to the jurisdiction for which the Deliverables are received by Best Buy

- E. Contingencies. Notwithstanding anything to the contrary contained in the Video Production T&Cs, payment of fees by Best Buy is subject to delivery of the completed Deliverables by Consultant to Best Buy, acceptance of the Deliverables by Best Buy in accordance with the Order Form (if applicable), and provision by Consultant of the moral rights waivers set out in Section 3 (A). Payment by Best Buy prior to delivery of the foregoing documents will not relieve Consultant of the obligation to provide same.
- F. Set Off. Best Buy may exercise a right to set off any present or future amounts due to Consultant or accrued to be owed to Consultant by Best Buy against any amounts that Consultant or its successors in interest owe or will owe to Best Buy under the Video Production T&Cs.
- G. Holdback. Consultant acknowledges that Best Buy will have the right to holdback and deduct amounts where it believes in its reasonable discretion that Consultant has not provided value in the work produced.

3. PROPRIETARY RIGHTS.

- A. Work Product. Consultant irrevocably and unconditionally grants, transfers and assigns, and agrees to grant, transfer and assign, to Best Buy all of Consultant's right, title and interest, including (but not limited to) the right to secure copyright, patent or trademark protection, in all Deliverables prepared by Consultant, or used by Consultant to render Deliverables, under the Video Production T&Cs, including all concepts, ideas, materials, proposals, film footage, photos, copy, graphics, themes, strategies, inventions, files, specifications and any other documentation in connection with the video project contemplated under the Order Form and the production thereof (the "**Work Product**"), regardless of

whether or not the use of the agent's and/or the employee's services was authorized by Best Buy in accordance with Section 7 of the Video Production T&Cs. If and to the extent that the foregoing assignment is not effective in respect of the Work Product, Consultant will hold in trust for the sole benefit of Best Buy, and will assign exclusively to Best Buy, all of Consultant's right, title and interest in and to the Work Product. Consultant further agrees to, and will cause its employees and subcontractors (if any) to, cooperate fully at all times during and subsequent to the term of the Video Production T&Cs with respect to signing further documents and doing such acts and other things reasonably requested by Best Buy to confirm such transfer or ownership. Consultant agrees that Best Buy, its assignees and licensees are not required to designate Consultant as the originator of any Work Product. Consultant hereby waives in favor of Best Buy, its successors and assigns and licensees, all of its moral rights which Consultant may have or acquire in respect of the copyright in any Work Product and will obtain written intellectual property assignments and moral rights waivers in favor of Best Buy from each of its employees, contractors, agents and every other person involved in the creation of the Work Product. Consultant agrees to enforce its moral rights as against others as directed by and at the cost of Best Buy or its successors in title of the copyright in the Work Product. Consultant will execute all documents and do all things to assist Best Buy in obtaining and protecting its right in the Work Product. Consultant acknowledges and agrees that Best Buy has no obligation to display, distribute, exhibit, communicate or otherwise use the video listed in the Order Form or any part thereof, in any manner or for any purpose.

B. Tools. The Work Product does not include Consultant's proprietary information, materials, prototypes, themes, inventions, computer software, programs, files, specifications, or any document related thereto that were known or possessed by Consultant independent of (as supported by reasonable documentation) or prior to the Services provided hereunder ("Tools"). Except to the extent that Tools are embedded in, and used solely as components of, the Work Product: (i) Tools will remain the exclusive property of Consultant, and (ii) Tools will be considered and treated as confidential information of Consultant subject to the confidentiality provisions set forth in the Video Production T&Cs. If, in the course of providing Services to Best Buy, Consultant incorporates a Tool into a Best Buy product, process or deliverable, Best Buy is hereby granted and will have a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to use, re-use, repurpose, modify, display, prepare derivative works, and disclose such Tools that are embedded in the

Work Product for any purpose

- C. Other Clients. Subject to Consultant's obligations in respect of Best Buy confidential information, nothing in the Video Production T&Cs will prevent Consultant or its employees from using any general business or technical knowledge or process of a nature that is not specific to Best Buy or a competitive advantage for Best Buy or from providing similar services to other clients.
- D. Trademarks. "**Marks**" means the trade or service marks, trade names, logos and designations which are owned or licensed by Best Buy. Consultant will not use Best Buy's Marks for any purpose without the express prior written consent of Best Buy. Consultant's use of Best Buy's Marks is further conditioned upon Consultant's compliance with those rules and procedures provided by Best Buy from time to time, including those relating to quality control relating to the use of Best Buy's Marks. Consultant will immediately discontinue use, remove and properly return or destroy any of Best Buy's Marks at Consultant's expense upon Best Buy's request and provide evidence of such removal and destruction if requested by Best Buy.
- E. Third-Party Components and Tools. Upon Best Buy's prior express written consent, Consultant may use and incorporate within the Deliverables certain third party tools. The parties acknowledge that Consultant will incorporate the third party tools set out in an Order Form (if applicable). Consultant is solely responsible for ensuring licensing compliance with any third party tools that are used and form components of the Deliverables delivered to Best Buy under the terms of the Video Production T&Cs. It may be required that the Deliverables will contain third-party components or tools that require a license fee payable by Best Buy. Except as set out in an Order Form, in the event that a fee-based component or tool might be desirable, Consultant will provide information to Best Buy and obtain Best Buy's prior express written consent for the use of such fee-based component or tool. Best Buy is under no obligation to enter into any such licensing arrangements, and Consultant will not include any such third-party proprietary materials without Best Buy's explicit written permission. In the event that Best Buy agrees to a fee-based component or tool, Best Buy will be responsible for the costs associated with said component or tool, so long as Best Buy has pre-approved said cost.
- F. Best Buy Equipment. Where Consultant has any Best Buy equipment, inventory, tools or other tangible or intangible property ("**Property**") then Consultant will: (i) keep the Property separate from Consultant's property or the property of any other person or entity except as strictly required to perform its obligations

under the Video Production T&Cs; (ii) clearly label the Property as the property of Best Buy; and (iii) immediately return the Property to Best Buy at Best Buy's request.

4. REPRESENTATIONS; INDEMNIFICATION.

- A. Representations. Consultant represents, warrants and covenants that it will: (i) comply with all applicable laws, ordinances, rules, regulations, policies, practices, and guidelines, whether federal, provincial or local (collectively the "Laws"); (ii) procure and maintain, at its own expense, all necessary permits and licenses; (iii) comply, and cause its employees and agents to comply, with all reasonable policies and procedures promulgated by Best Buy as to Best Buy premises that are communicated to Consultant including without limitation all security and network connectivity guidelines; (iv) at all times conduct its business in a respectable and ethical manner, in accordance with Best Buy's commercially reasonable satisfaction, and in accordance with recognized standards of Consultant's business; (v) be solely responsible for all taxes, wages, benefits, employment insurance premiums, workplace safety and insurance or workers' compensation premiums, Canada Pension Plan premiums, payroll taxes, disability insurance premiums or any other similar charges applicable to its performance of Services or delivery of the Deliverables hereunder; (vi) not violate or infringe upon any patent, copyright, trade secret or other property or contract right of any other person/entity; (vii) not knowingly include in the Deliverables any virus, Trojan horse, worm, time bomb, cancelbot, disabling device or other computer code, element or feature that may damage, harm, detrimentally interfere with, surreptitiously intercept or expropriate, interrupt, lock, disable, erase, limit the functionality or use of, adversely affect, or facilitate unauthorized access to, the Deliverables or any computer system, hardware, software, or telecommunications equipment on which the Deliverables are or may be hosted or operated or any data on those systems, provided that Best Buy must cooperate with Consultant and provide necessary information and resources to Consultant regarding the Deliverables and the systems of Best Buy; (viii) provide bilingual (French & English) labeling/documentation; (ix) comply with any applicable requirements of Canada's Anti-Spam Legislation; (x) comply with any applicable requirements of the Canadian Standards Association, Industry Canada (including without limitation ICES-003, RSS-210, RSS-310, BETS-7 and RSP-100, and RSS-GEN); and (xi) be responsible for payment for blank media or other government or industry mandated taxes, levies or fees, and all environmental stewardship, deposit, packaging and waste levies and similar requirements (collectively "Levies")
- B. Consultant further warrants and represents that the Deliverables (i) will perform functionally to the reasonable satisfaction of Best Buy and in accordance with the description and specifications set forth in the appropriate Exhibit; (ii) are not produced, manufactured, assembled or packaged by the use of forced labor, prison labor or forced or illegal child labor; and (iii) were not trans-shipped for the purpose of mislabeling, evading quota or country of origin restrictions or for the purpose of avoiding compliance with forced labor, prison labor or child labor laws.
- C. Indemnification. Consultant shall indemnify, defend, and hold Best Buy, its agents and employees, and its Affiliates, and their respective agents and employees (collectively, the "Indemnitees"), harmless from and against any and all losses, damages, liabilities, claims, demands, costs, expenses (including but not limited to reasonable attorneys' fees), and other charges suffered or incurred by an Indemnitee as a result of or in connection with any demand or any civil, criminal, administrative, or investigative claim, action, or proceeding (including arbitration) asserted, alleged, commenced, or threatened against an Indemnitee (collectively, "Claims"), arising from (i) Consultant's breach of the Video Production T&Cs (including covenants, warranties and representations); (ii) Consultant's negligence or willful misconduct; (iii) breach of confidentiality, damage, misuse, loss, corruption, or breach of any Best Buy Confidential Information; (iv) Consultant's failure to promptly pay sums due to third parties; (v) allegations that the provision of Deliverables to Best Buy or use by Best Buy, its agents or employees, of any of the Deliverables (including Tools) violates, misappropriates, or infringes upon any patent, copyright, trade secret, or other intellectual property or contract rights of any person or entity. In the event that any of the Deliverables (including Tools) is determined by Best Buy to be infringing, Consultant shall, at its own expense, promptly modify or replace the same so that it is not infringing, provided that the replacements and modifications shall be of substantially the same quality and shall perform substantially the same as the replaced items, or (vi) any penalty, interest, additional tax, or other charge that maybe levied or assessed as a result of failure of Consultant, for any reason, to pay any tax or file any return or information required by law, rule, or regulation.
- D. Best Buy will give Consultant written notice of any Claim for which indemnification is sought under this section 4(B). Failure to give such notice shall not abrogate or diminish Consultant's obligations under this section to the extent such failure does not materially prejudice Consultant's ability to defend the Claim. In any Claim for which indemnification is

sought, Consultant will have the right to select legal counsel to represent the Indemnitee(s) (subject to the approval of Best Buy, which shall not be unreasonably withheld) and to otherwise control the defense of such Claim. If Consultant elects to control the defense of such Claim, the Indemnitee(s) will at all times have the right to fully participate in the defense at its own expense. If Consultant, within a reasonable time after receipt of such notice, should fail to use reasonable efforts to defend the Indemnitee(s), the Indemnitee(s) will have the right, but not the obligation, to undertake the defense of and to compromise or settle the Claim on behalf of and at the risk of Consultant. Consultant may not (i) consent to the entry of any judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting an Indemnitee without the prior written consent of Best Buy, or (ii) consent to the entry of any judgment or enter into any settlement without the prior written consent of Best Buy unless such judgment or settlement provides for the unconditional and full release of the Indemnitee(s) in respect of such Claim and does not diminish any of Best Buy's rights under the Video Production T&Cs or result in additional fees or charges to Best Buy

- E. Consultant agrees that, while on Best Buy premises, or is working on a Best Buy project at an agreed to off site location or travelling to or from that location, it is required to comply with the *Workers Compensation Act* (BC) and the *Occupational Health and Safety Regulations* and hereby agrees to indemnify and hold Best Buy, its directors, officers, agents and employees harmless from and against any and all claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (i) arising out of Consultant's failure to comply with such laws, and (ii) relating to the injury or death of any person, damage to or destruction of any property, which is directly or indirectly caused by any act or omission on the part of Consultant.

5. CONFIDENTIALITY.

- A. "Confidential Information" of Best Buy is any and all confidential information provided by Best Buy or Best Buy customers, Consultants or employees, to Consultant relating in any way to the subject matter of the Video Production T&Cs, whether furnished before or after the date of the Video Production T&Cs and regardless of the manner in which furnished, including but not limited to: all information relating to a customer or employee such as a name, address, email address, products purchased, or information of a human resources nature; all information received from customers, Consultants or employees including the raw data, reports, compilations of such data or information; information relating to the Deliverables provided under the Video Production T&Cs; work

papers, analyses, compilations, projections, and statistical data; product cost and/or sale information; sales data; identities of any current or pending or future vendors or planned products and services to be offered or withdrawn by Best Buy to consumers; planned and future promotions and grand opening dates; Best Buy's business plans and forecasts; and any other information of a confidential or proprietary nature. Such Confidential Information is the sole property of Best Buy and constitutes confidential trade secrets of Best Buy, to be held by Consultant in trust and solely for Best Buy's benefit. Consultant agrees that, except as required in the performance of its Services to Best Buy and as permitted by Best Buy, Consultant will not publish, reproduce, disclose or make any use of any such Confidential Information unless or until:

- a. such Confidential Information enters the public domain other than by a breach of this provision of the Video Production T&Cs by Consultant, its employees, contractors or affiliates;
 - b. such Confidential Information is disclosed to Consultant by a source other than Best Buy, other than by the breach of an obligation of confidentiality owed to Best Buy, or other than by a third party acting to assist Best Buy or Consultant regarding the Video Production T&Cs;
 - c. Best Buy authorizes the publication or disclosure of such information in writing.
- B. Consultant may disclose Confidential Information as required by law provided that Consultant will first give notice to Best Buy so that Best Buy may seek a protective order preventing such disclosure or restricting the use of the information or documents.
- C. Consultant will adhere to Best Buy's VPSP located at <https://partners.bestbuy.com> or its successor site(s) for all Confidential Information or Personal Information (defined below) entrusted to Consultant. Consultant will also limit the access to such Confidential Information to only those employees and contractors having a need to know, and such employees and contractors will be instructed concerning their obligations to maintain confidentiality in accordance with the requirements of the Video Production T&Cs. Consultant will return to Best Buy all Confidential Information or destroy and certify such destruction of all Confidential Information, promptly upon Best Buy's request but in no event any later than upon termination of the Video Production T&Cs.
- D. Consultant acknowledges that monetary damages may not alone be a sufficient remedy for unauthorized disclosure of Confidential Information and that Best Buy will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Further, Consultant acknowledges that if there is a

breach or threatened breach of the provisions regarding confidentiality Best Buy will be irrevocably harmed and entitled to a temporary restraining order, injunction, and/or other equitable relief against the commencement or continuance of such breach without the requirement of posting a bond or proving injury as a condition of relief.

E. Personal Information. Consultant will respect and preserve the strict confidentiality and privacy of all personally identifiable information in respect of any customer, employee or other person associated with Best Buy ("**Personal Information**"). Consultant will comply with, and will co-operate and assist Best Buy to comply with, all provincial, state, federal and other laws applicable to the Personal Information as amended from time to time. Consultant will only use the Personal Information for lawful and legitimate business purposes for the performance of Consultant's obligations under the Video Production T&Cs. Consultant acknowledges and agrees that all Personal Information is the Confidential Information of Best Buy. Without limiting the generality of the foregoing, Consultant will:

- a. not sell, trade, lend or otherwise voluntarily disclose any Personal Information to any person other than Best Buy; and
- b. establish and maintain adequate security safeguards to ensure that Personal Information is not vulnerable to unauthorized access and use and is not disclosed or used in a manner contrary to the Video Production T&Cs or applicable law.

F. Best Buy may immediately terminate, cancel and revoke Consultant's right to use any or all of the Personal Information at any time and for any reason in Best Buy's sole discretion, with or without cause, and without any liability to Consultant or any other person whatsoever, by giving notice of that cancellation to Consultant. Upon receipt of such notice, Consultant will immediately cease using the Personal Information, and will comply with any request by Best Buy to transfer the Personal Information to Best Buy or a third party designated by Best Buy and thereafter permanently delete and destroy any or all of the Personal Information and certify that the Personal Information has been permanently deleted and destroyed.

G. Best Buy reserves the right to amend any section of the Video Production T&Cs that relates to Confidential Information or Personal Information in order to comply with Best Buy's existing policies and procedures and all applicable Laws.

H. Consultant will immediately notify Best Buy upon discovery of any incident in which Best Buy's Confidential Information, Personal Information or

Best Buy's information systems are, or may have been, accessed without authorization.

6. RELATIONSHIP OF PARTIES. The parties agree and acknowledge that Consultant will perform the Services and provide the Deliverables as Best Buy's independent contractor and that the Video Production T&Cs does not create a joint venture, partnership, employment or agency relationship between Consultant and Best Buy.

7. DELEGATION; ASSIGNMENT.

A. Neither Consultant nor Best Buy may delegate, subcontract, or assign any of its rights or duties under the Video Production T&Cs without the specific written consent of the other party which will not be unreasonably withheld. Best Buy may assign the Video Production T&Cs to an affiliated company. Except in the case of an assignment to a Best Buy affiliate, both parties will consult prior to any assignment in order to ascertain whether a proposed assignment will result in conflicts with the professional accounting responsibilities of the parties.

B. If Best Buy grants express written consent allowing Consultant to delegate a portion of its duties under the Video Production T&Cs to certain subcontractors, Best Buy and Consultant agree that: (i) Consultant shall be solely responsible and liable for the conduct of said subcontractors; (ii) Consultant shall expressly prohibit subcontractors from further delegation of duties; and (iii) Consultant will cause the subcontractors to agree in writing to comply in all respects with the terms of the Video Production T&Cs. Furthermore, Consultant is solely responsible for payment to its subcontractors, and nothing in the Video Production T&Cs, express or implied, is intended or should be construed to confer upon any subcontractor any right, remedy or claim against Best Buy under or by virtue of the Video Production T&Cs. The granting of such consent shall in no way modify or affect the duties of Consultant to Best Buy under the Video Production T&Cs

8. TERM; TERMINATION; SURVIVAL.

A. The term of the Video Production T&Cs shall commence on the Effective Date and will continue for the period specified in the Order Form as project dates, unless terminated earlier in accordance with the provisions herein. The term of specific Services to be provided herein and any subsequent services pursuant to an order form, exhibit or a schedule, if any, will be in accordance with the provisions specified therein.

B. If a party:

- i. breaches a material term of the Video Production T&Cs that is not cured within 10 days of notice

thereof from the other party;

- ii. becomes insolvent, is adjudged a bankrupt or makes an assignment for the benefit of creditors; or
- iii. has a receiver appointed in respect of its property in any action, suit or proceeding by or against that party;

(each an "Event of Default")

then upon the occurrence of such Event of Default the other party may upon written notice to that party immediately terminate the Video Production T&Cs.

- C. Notwithstanding any provision of the Video Production T&Cs to the contrary, Best Buy will have the right, in its discretion and without liability to Consultant or any other person whatsoever, to terminate the Video Production T&Cs, or any Order Form or Schedule immediately upon written notice to Consultant. Consultant acknowledges and understands that as Best Buy's independent contractor, Consultant will not be entitled to notice of termination of employment either under applicable employment standards legislation or at common law.
- D. The provisions of Sections 2 (C), 3, 4, 5, 6, 9, 10, 11 and 12 of the Video Production T&Cs will survive any termination or expiration of the Video Production T&Cs, along with any other provision which expressly or by its nature survives termination or expiration. Consultant will be entitled to be paid for Deliverables rendered up to the effective date of termination.
- E. Best Buy shall have no further obligation or liability to Consultant of any kind whatsoever from and after the date of such termination, except for undisputed Fees accrued, and due and payable to Talent, for Deliverables fully rendered hereunder up to the date of termination.
- F. Upon termination, Consultant will deliver to Best Buy all uncompleted Deliverables, including all materials, notes, a summary of all knowledge necessary to use the Deliverables and all Best Buy Confidential Information and Personal Information.
- G. Upon Best Buy's request, Consultant will provide Best Buy with transition assistance for a period of 180 days after the termination of the Video Production T&Cs, such assistance will include, but is not limited to, assisting new Consultant of services with transfer of materials, training for Best Buy employees, and providing service and maintenance for Best Buy customers.

9. PURCHASES. Neither Best Buy nor Consultant (or their respective employees, contractors or agents) may, in the name or upon the credit of the other party: (a) purchase goods or equipment; or (b) incur debts, liabilities, obligations, or contracts of whatsoever kind. Neither Consultant nor Best Buy are entitled or authorized to utilize any discount, bonus or other marketing incentive earned by or made available to the other party.

10. WARRANTY ; DOCUMENTATION

- A. Warranty. Consultant warrants that the Deliverables will: (i) be free from repeating defects in workmanship and materials under normal use for a period of 90 days from the date of acceptance of the Deliverables; and (ii) subject to any changes in the underlying software or other changes or events beyond the reasonable control of Consultant, perform substantially in accordance with the Video Production T&Cs and those additional specifications agreed upon by the parties for a period of one (1) year from the date of acceptance of the Deliverables. Consultant further represents and warrants that it has the right to perform the Services hereunder and to provide the Deliverables to Best Buy as contemplated hereunder.
- B. Documentation. Consultant agrees to provide, within 30 days of the acceptance of the Deliverables documentation for all components of the Work Product. The nature of the documentation should include descriptions of all components of the system, an installation and configuration guide and any other relevant materials.

11. INSURANCE

- A. Coverage. During the term and any renewal terms of the Video Production T&Cs, and for at least one (1) year thereafter, Consultant will obtain and maintain, at its expense, a policy or policies of:
 - i. Commercial General Liability (including products and completed operations, personal and advertising injury, and contractual liability coverage), with a minimum of \$1,000,000 each occurrence;
 - ii. Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Video Production T&Cs. Professional Liability Insurance will cover breach of security, personal identity protection associated with such system failure. Such

insurance will bear a combined single limit per occurrence of not less than \$1,000,000;

- iii. if Consultant employees enter Best Buy premises, Workers' Compensation Insurance with statutory limits and Employers' Liability (Stop-Gap Liability) insurance with minimum limits of \$1,000,000 and Automobile Liability Insurance with \$1,000,000 coverage limits for each accident, including owned, non-owned and hired vehicles; and
- iv. Umbrella Coverage of not less than \$10,000,000.

B. Certificate of Insurance. Consultant will provide a Certificate of Insurance naming Best Buy and any applicable subsidiary thereof as an additional insured with respect to Commercial General Liability and attach the broad form endorsement to the Certificate of Insurance. Consultant's insurance will be primary with respect to all obligations assumed by Consultant under the Video Production T&Cs and its insurers must be Canadian based insurance providers.

C. Notice of Changes. Policy limits may not be cancelled unless Best Buy is given at least thirty (30) days prior written notice. It will be the responsibility of Consultant to ensure that any of its agents, representatives, subcontractors and independent contractors comply with the above insurance requirements. Coverage and limits referred to above will not in any way limit the liability of Consultant.

12. PAYMENT CARD INDUSTRY AND SECURITY COMPLIANCE. If the Services provided by Consultant pursuant to the terms of the Video Production T&Cs are amended to include any services involving cardholder data or the payment card industry ("PCI"), Consultant will comply with Best Buy's standard PCI compliance requirements, provided to Consultant and amended from time to time.

13. CONFLICT OF INTEREST; ANTI-CORRUPTION.

- A. Consultant hereby represents that there is no connection, relationship (kinship or affinity) or interest (direct or indirect) between Consultant, including its affiliates, employees, officers, consultants and directors, and any directors, officers, employees or consultants of Best Buy, including its affiliates. In the event that there is a connection, relationship or interest between Consultant and Best Buy, Consultant hereby acknowledges and accepts that it would constitute a conflict of interest (the "**Conflict of Interest**").
- B. In the event of an occurrence of any circumstance that could constitute a possible Conflict of Interest, the party that is aware of such circumstance, will

immediately inform the other party. If Consultant fails to inform Best Buy of any possible Conflict of Interest of which it is aware, Best Buy may at its sole discretion, terminate any and all commercial relationships with Consultant without any liability for Best Buy. Consultant represents that it has no interest in obtaining any kind of benefit or advantage derived from a Conflict of Interest.

C. Consultant agrees that neither it, nor anyone acting on its behalf, will violate any anti-bribery or anti-corruption laws or international anti-bribery standards, regardless of their technical applicability to Consultant and including but not limited to the Canadian Corruption of Foreign Public Officials Act. Specifically, Consultant agrees that it will not, directly or indirectly, pay, promise or offer to pay, or authorize the payment of any money or anything of value to: (i) an officer, employee, agent or representative of any government, including any department, agency or instrumentality of any government or any government-owned or government controlled entity or any person acting in an official capacity on behalf thereof; or (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity described above for the purpose of influencing any act or decision of such government official, political party, party official, or candidate in his or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision, in order to assist Best Buy or Consultant in the promotion, marketing or sale of products or services. In addition, no payment will be made to anyone for any reason on behalf of or for the benefit of Best Buy which is not properly and accurately recorded in the Intermediary's books and records, including amount, purpose and recipient, all of which will be maintained with supporting documentation.

14. PROHIBITIONS.

A. No Use of Best Buy Intellectual Property, Materials or Inventions; No Public Announcements. Unless an officer of Best Buy provides prior express written consent in each instance, Consultant agrees that (i) it shall not use Best Buy's name, logos, trademarks, images, copyrighted materials or other intellectual property for any purpose whatsoever; (ii) it shall not submit the Work Product for any competitions, exhibitions or any other purpose whatsoever; (iii) it shall not make any public announcement or press releases

regarding the Video Production T&Cs or any of the provisions contained herein; and (iv) it shall not create any materials or conduct any promotional activities which reference Best Buy or the Video Production T&Cs (such as case studies, listing Best Buy as a reference, or other similar materials or activities).

15. MISCELLANEOUS.

A. Notices. Any notice, request, demand, consent or other communication provided or permitted hereunder (“**Notice**”) will be in writing and given by courier delivery, or sent by registered mail, postage prepaid to the parties at the addresses provided by the parties and will be deemed to have been received on the date on which it was delivered or transmitted by facsimile or electronic mail, or on the third day next following the mailing thereof:

Notices to Best Buy:
Best Buy Canada Ltd.
Suite #102
425 West 6th Avenue
Vancouver, British Columbia, V5Y 1L3

ATTN: Legal Department

Notices to Consultant as per the Order Form.

B. Governing Law. The Video Production T&Cs will be governed by and construed in accordance with the laws of the Province of British Columbia, and the laws of Canada applicable in British Columbia, which will be deemed to be the proper law of the Video Production T&Cs, without regard to its conflicts of law principles. Any dispute relating to the Video Production T&Cs must be resolved before the Courts of British Columbia sitting in the City of Vancouver, and the parties hereby irrevocably submit to the original and exclusive jurisdiction of those Courts in respect of any such dispute or matter. This Section will not be construed to limit a party’s access to injunction or other equitable or mandatory injunctive relief in any other jurisdiction or affect the rights of a party to enforce a judgment or award outside of the Province of British Columbia, including the right to record and enforce a judgment or award in any other jurisdiction.

C. Amendments. The Video Production T&Cs may not be modified except by a written amendment referencing the Video Production T&Cs and signed by both Consultant and Best Buy.

D. Headings. The headings contained herein are for the convenience of reference only.

E. Severability. If any provision herein will be deemed or

declared unenforceable, invalid or void by a court of competent jurisdiction, the same will not impair any of the other provisions contained herein which will be enforced in accordance with their terms.

F. Entire Agreement. The parties intend that this writing (a) constitute the final and binding expression of their agreement and the complete and exclusive statement of the terms related to the Deliverables and (b) supersedes all prior negotiations, representations and agreements related to said Deliverables.

G. Remedies; Waiver. No failure or delay by Best Buy or Consultant to exercise any right, power or privilege provided under the Video Production T&Cs or by applicable law will operate as a waiver. No single or partial exercise of any such right, power, or privilege will preclude any other or future exercise of any other right, power or privilege. The remedies provided under the Video Production T&Cs are cumulative and are not exclusive of any rights or remedies provided by law.

H. Conflicting Terms. If any Exhibit, Schedule or Order Form to the Video Production T&Cs contains terms that conflict with or are contrary to the terms of the Video Production T&Cs, the terms of the Video Production T&Cs will prevail and control.

I. Currency. All dollar amounts referred to herein will be references to the lawful currency of Canada.

J. Independent Legal Advice. Consultant acknowledges that it has been given the opportunity to obtain independent legal advice with respect to the Video Production T&Cs and that it understands the nature and consequences of the Video Production T&Cs.

K. Counterparts. The Video Production T&Cs may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

L. Time. The parties expressly acknowledge and agree that the specific start and stop dates contained in Exhibit A or an Order Form may be revised upon the parties’ mutual agreement during the term of this engagement. Nonetheless, Consultant agrees to use diligent efforts to meet such dates. Notwithstanding any other provision of the Video Production T&Cs, if Consultant utilizes diligent efforts, but is unable to meet such dates, it will not be considered to have defaulted in its obligations hereunder. Consultant agrees to notify Best Buy promptly in writing if it expects to encounter, or encounters, delays.

M. Non-Exclusivity. Best Buy is entitled to use other

parties to perform the Deliverables.

- N. English Language. The Video Production T&Cs and all related documents have been drawn up in the English language at the express wish of the parties. Le présent contrat et tous les documents reliés ont été rédigés en langue anglaise à la demande expresse des parties.

- O. Force Majeure. In the event that either party is delayed or hindered or prevented from performing any of its obligations as a result of events beyond its reasonable control, including without limitation, strike, lock-out, labour trouble, shortage of materials, failure of power, riots, insurrection, war, act of God or the Queen's enemies, then performance of such obligations will be excused for the period of all such delays and the period for the performance of any such obligations will be extended for a period equivalent to the period of all such delays provided that the party delayed in the performance of its obligations will use commercially reasonable efforts to minimize or avoid the delay.

- P. English Language. The Video Production T&Cs and all related documents have been drawn up in the English language at the express wish of the parties. Le présent contrat et tous les documents reliés ont été rédigés en langue anglaise à la demande expresse des parties.