

In these Preferred Production Partner Terms (these “Terms”), “Snap”, “we” and “us” means Snap Inc. Notwithstanding the foregoing, if a Snap Affiliate (defined below) enters into a signed Statement of Work (defined below) pursuant to these Terms, “Snap” shall mean the Snap Affiliate specified in the applicable Statement of Work solely with respect to the specific Services (defined below) and Deliverables (defined below) that such Statement of Work governs. You acknowledge that you are agreeing to these Terms on behalf of the business (“Production Company” or “you”) that you identified in your application to become a Snap Preferred Production Partner and you represent and warrant that you have authority to bind such company, entity, or organization. Snap’s obligations under these Terms, are conditioned upon, and subject to, (a) Snap’s confirmation that you have passed its compliance review, (b) Snap’s receipt of all documents necessary to effect payment to you, if any, and (c) your compliance with [Snap’s Production Insurance Requirements](#).

1. Engagement

Production Company agrees to render the Services (defined below) in accordance with these Terms and any signed “Statement of Work” the parties execute after the date of your agreement to these Terms. All material produced by Production Company in connection with a signed Statement of Work, including any visual and audio-visual productions, are referred to herein as “Deliverables.” Production Company will deliver all Deliverables to Snap on the dates set out in the applicable Statement of Work or any other delivery dates agreed to by the parties in writing. If at any time Production Company becomes aware that it may not be able to deliver any Deliverable by any date agreed to by the parties, Production Company will promptly notify Snap and give details of the reasons for the delay. In such event, Snap may terminate the applicable Statement of Work immediately or the parties may agree to amend the Statement of Work with a revised schedule and a reasonable deduction in the Fees to reflect the delay in performance. Production Company will use best efforts to mitigate any charges or expenses arising from any such amendment.

Snap’s Affiliates (defined below) will be entitled to enter into Statements of Work with Production Company pursuant to these Terms. If an Affiliate of Snap enters into a signed Statement of Work hereunder, Production Company agrees to look solely to such Affiliate with respect to any and all obligations, breaches, and liability arising out of such Affiliate’s participation in these Terms. Production Company agrees that each of Snap’s Affiliates that agrees to a Statement of Work will be deemed to be a third-party beneficiary of these Terms, with the right to pursue Production Company directly for any breach, act, or omission by Production Company in connection with the Services and any Deliverables provided under such Statement of Work.

2. Services

Production Company will render all services set forth in any applicable Statement of Work, as well as all services customarily rendered by production service companies of first-class audiovisual productions, including without limitation, all pre-production, production, and post-production services with respect to any and all Deliverables set forth in the applicable Statement of Work, including obtaining any required clearances for the exercise of the rights granted in these Terms (“Services”). Production Company will provide all necessary production services, personnel, facilities, material, and equipment as may be necessary to render the Services. In the event that Production Company engages a third party in connection with the Services, Production Company will do so in its own name (and not as an agent for Snap) and will require such third party to execute documents ensuring that such third party is bound to ownership (including commissioned as a “work made for hire”) and confidentiality terms at least as favorable to Snap as those contained in these Terms.

3. Approvals

Snap will have the right to approve any and all Deliverables, and Production Company agrees to regularly and timely consult with Snap on all elements of the Deliverables. If Snap rejects any Deliverable, Snap may (without limiting any other rights or remedies that Snap may have): (a) grant additional time to Production Company to provide (at no additional charge to Snap) corrected Deliverables, subject to evaluation and acceptance by Snap, and make a reasonable reduction in the Fee to reflect the delay in performance; (b) itself correct the Deliverables (or engage a third party to do so) and deduct the costs from the Fee; or (c) terminate the applicable Statement of Work.

4. Content Appropriateness

Unless otherwise approved by Snap in writing, the Deliverables will comply with Snap’s [Community Guidelines](#) and any other Content

Guidelines, which Snap may provide to Production Company from time to time.

5. Ownership.

Unless otherwise agreed in a signed Statement of Work, all results of Production Company's Services, including the Deliverables ("Results and Proceeds") will be prepared as a work specifically commissioned as a work-made-for-hire for Snap's ownership and use throughout the universe in any and all media now known or hereafter devised. Production Company agrees and acknowledges that Snap will be the author and exclusive copyright owner of the Results and Proceeds, and any elements thereof, for all purposes throughout the universe, which will include, without limitation, the right, but not the obligation, for Snap, and any Snap Affiliate and/or sub-licensee, to edit, clip, crop, resize, retouch, alter, adapt, modify, distribute, publicly perform, and create derivatives based on the Results and Proceeds. If the foregoing is insufficient to place authorship and ownership of the Results and Proceeds with Snap (including if the Deliverables cannot be considered a "work made for hire" under any applicable law), Production Company hereby irrevocably assigns, transfers, and conveys to Snap, on an exclusive, perpetual, and worldwide basis, all right, title, and interest in and to the Results and Proceeds to the maximum extent permitted by the law. The foregoing assignment shall not lapse under any circumstance, including for any failure by Snap to exercise the rights granted therein. No rights of any kind in the Results and Proceeds will be retained by Production Company or any Workers (defined below), nor will there be any reversion of rights to Production Company or any Workers in the future. To the extent permissible by law, Production Company hereby waives (or agrees not to assert against Snap or its Affiliates to the extent a waiver is not permitted) any and all moral rights or "droit moral" (including, but not limited to any rights of attribution or integrity) and agrees to obtain a substantially similar waiver from any Workers. For the avoidance of doubt, the Results and Proceeds include all elements (digital or otherwise), source files, and physical materials made or created in connection with the Services.

6. Third Party Materials

Production Company hereby grants (or will secure the grant thereof prior to delivering the Deliverables) to Snap and its Affiliates a non-exclusive, worldwide, and perpetual right and license, but not an obligation, to use, include, reproduce, publicly perform, and publicly display any third party rights incorporated into the Deliverables (including, without limitation, sound recording rights, composition rights, and rights of publicity, such as name, voice, and likeness rights) in, and in connection with, Snap's and its Affiliates' exercise of its rights hereunder in any and all media and distribution channels now known or hereafter devised throughout the universe in perpetuity.

To the extent that Production Company is unable to grant Snap and its Affiliates the foregoing license with respect to any third party intellectual property rights contained in the Deliverables, Production Company will immediately notify Snap, and Snap may (without limiting any other rights or remedies Snap may have): (a) grant additional time to Production Company to obtain (at no additional charge to Snap) such third party rights and make a reasonable reduction in the Fee to reflect the delay in performance; (b) itself obtain such third party rights and deduct the costs from the Fee; (c) waive the requirement that Production Company obtain such third party rights and reduce the Fee to reflect the reduced third party rights grant, or (d) terminate the applicable Statement of Work.

7. Data Processing

Snap will not provide, and Production Company will not receive, Personal Data (defined below) controlled by Snap or Snap EU Data (defined below) under these Terms, and any exchange or handling of Snap Personal Data or Snap EU Data will be governed by a separate data processing agreement. If Production Company receives any Snap Personal Data or Snap EU Data by accident or otherwise, Production Company will promptly notify Snap and will immediately delete all such data in its possession unless otherwise directed by Snap. "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. "Snap EU Data" means Personal Data controlled by Snap (i) originating from or located in the European Economic Area, including the UK, Switzerland, and those countries comprising the EU and the European Free Trade Association, or (ii) that is Personal Data of such data subjects, or any combination of the foregoing.

8. Fee

In exchange for the Services detailed in a signed Statement of Work and the corresponding Results and Proceeds, Snap will pay

Production Company the payment indicated on the applicable Statement of Work (the "Fee"). Production Company agrees and acknowledges that any Fee will represent complete and full payment for the Services, Deliverables, and Results and Proceeds specified in the applicable Statement of Work. Production Company will be solely responsible for all tax obligations related to the Fee. Snap may deduct and withhold from the amounts otherwise payable pursuant to these Terms such amounts as Snap is required to deduct and withhold with respect to the making of such payments under applicable law. To the extent that amounts are so withheld by Snap, such withheld amounts will be treated for all purposes of these Terms as having been paid to the Production Company. Production Company agrees to provide Snap any tax forms reasonably requested by Snap related to the Fee. In negotiating the Fee for any Statement of Work, Production Company will disclose to Snap, and Snap will receive the benefit of, any commission, discount, coupon, or rebate available to Production Company relating to any third-party costs to be incurred in connection with providing Services under such Statement of Work.

Production Company will keep true and accurate records in connection with the cost of any Services for at least five years following the period in which such Services were rendered. Snap, at its expense, will be given access to Production Company's relevant records, which will be made available at Production Company's principal business address upon seven days' written notice by Snap, during reasonable business hours for the purpose of auditing them. Snap may conduct two audits per calendar year. If an audit reveals Snap overpaid any amount, Production Company will (a) at Snap's sole discretion, immediately refund such overpaid amount to Snap and (b) if the discrepancy is larger than 5% of the applicable Fee, bear the costs of such audit.

9. Workers

Production Company will be solely responsible for paying all salary, wages, overtime, or other payments required to be made to all individuals performing the Services for Production Company pursuant to these Terms, including all employees and independent contractors ("Workers"), and will be solely responsible for all employee benefits coverage for all Workers if applicable (including but not limited to employer sponsored health coverage required by law), and all other direct and indirect costs and administrative expenses attributable to their employment, including federal, state, and income tax withholdings, tax returns, FICA, and administration of payroll. Production Company will ensure that the Workers perform the Services in a professional and workmanlike manner, in full material compliance with all applicable laws and will be responsible for the actions and omissions of any such Workers as if they were the actions or omissions of Production Company (including if the Services are performed on Snap's premises). Production Company will take all appropriate screening, training, and licensing measures with respect to the Workers, including but not limited to customary background checks as applicable.

10. Insurance

Production Company will procure and maintain in full force and effect the insurance required in the country in which the Services are being rendered, as indicated on [Snap's Production Insurance Requirements](#).

11. Term & Termination

The term of these Terms will commence on the date you agree to them and, unless earlier terminated in accordance with these Terms, will continue for a period of one (1) year. The Terms will then automatically renew for additional one (1) year periods, unless a party provides the other party with written notice of its intent not to renew at least 30 days prior to the expiration of the then-current one (1) year period.

Snap may terminate these Terms or any applicable Statement of Work at any time in its discretion with 10 days written notice to Production Company. If Snap terminates these Terms or a Statement of Work, Production Company will immediately cease the Services and, provided Production Company is not in uncured material breach, Snap will pay Production Company an amount determined in Snap's good-faith discretion, in consultation with Production Company, equal to (i) a pro-rata fraction of the Fee for the Results and Proceeds produced prior to the date of termination (to the extent not already paid to Production Company) plus (ii) any itemized and auditable actual out-of-pocket expenses incurred directly or unavoidably committed in connection with the Services, provided that in no event will such amount exceed a dollar amount equal to the Fee. If, at the time of expiration or termination of these Terms, Services are being performed pursuant to a Statement of Work that specifies a later completion date, the term will terminate on the later of such completion date or when Snap has accepted all Deliverables under such Statement of Work. Sections 5, 6, 9, 10, and 12 - 20 of these Terms will survive termination of these Terms.

12. Representations and Warranties

Production Company represents, warrants, and covenants that (a) it has the right, power, and authority to agree to these Terms and any signed Statement of Work, and grant the rights granted hereunder; (b) no liens, encumbrances, attachments, or other matters possibly constituting an impediment to the clear marketable title and unrestricted commercial exploitation of the Results and Proceeds exist or will be permitted to occur; (c) the Results and Proceeds will be produced in compliance with any and all relevant laws, rules, regulations, and guidelines; (d) these Terms and the Services will not be governed by or subject to any collective bargaining, union, or guild agreements; (f) there will not be any payments or credits required to be made by Snap, any Snap Affiliate, or any sub-licensee from the exploitation of the Results and Proceeds in any media; (g) Production Company will pay all amounts that become payable to any and all suppliers, musicians, composers (including, without limitation, sync license fees), public performance societies (e.g. ASCAP, BMI, SACEM, SESAC), actors, and other rights-holders in connection with all or any portion of the Results and Proceeds and the exploitation thereof; and (h) neither the Results and Proceeds nor Snap's (or its Affiliates') exercise of any of the rights granted herein will infringe the rights of any third party, including, but not limited to, rights of publicity, name, voice, likeness, trademark, copyright (including public performance rights), neighboring rights, trade secret, or privacy.

13. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other, and the other's Affiliates, directors, officers, shareholders, members, authorized representatives, employees, agents, successors, sub-licensees, and assigns from and against any and all claims, losses, liabilities, damages, costs, settlements, and other expenses (including, reasonable outside attorneys' fees) that are based on or arise from any third-party claim ("Claims") occasioned by any breach or alleged breach of such party's representations, warranties, or obligations under these Terms and/or any signed Statement of Work. Each party agrees to promptly notify the other in writing of any Claims, provided that any failure to do so will not relieve the other party for any liability or obligation, except to the extent of any material prejudice resulting from such failure. Each party agrees to reasonably cooperate with the other in connection with its obligations under this section. Neither party will settle any Claim without the prior written consent of the other, which consent will not be unreasonably withheld.

14. Confidentiality

Each party agrees to keep confidential and not disclose to any third party these Terms, any signed Statement of Work, as well as any other non-public information that either of us provides to the other in connection with these Terms that the recipient knew or reasonably should have known was confidential ("Confidential Information"), unless the Confidential Information becomes public through no fault of Production Company, is otherwise communicated to Production Company free of any obligation of confidence, or as required by applicable law, regulation, or court order. Upon the termination or expiration of these Terms, or upon the request of Snap, Production Company will: (a) provide a copy of all received Confidential Information to Snap via a mutually agreed upon secure transmission format; (b) immediately and securely destroy all such Confidential Information; and (c) certify in writing that it complied with the foregoing. Production Company acknowledges and agrees that in the event of any breach of the confidentiality obligations of these Terms by Production Company, Snap would suffer irreparable harm and injury for which monetary damages would be insufficient for such injury.

15. LIMITATION OF LIABILITY; REMEDIES

EXCEPT FOR MATERIAL BREACHES OF SECTIONS 2 - 7, 12 - 14, and 17 ("CARVE-OUT CLAIMS"), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR AMOUNTS PAYABLE DUE TO CARVE-OUT CLAIMS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED \$50,000. THIS LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THESE TERMS WITHOUT THE FOREGOING LIMITATION OF LIABILITY. IN NO EVENT WILL PRODUCTION COMPANY HAVE, AND PRODUCTION COMPANY WAIVES (OR AGREES NOT TO ASSERT AGAINST SNAP OR ITS AFFILIATES TO THE EXTENT A WAIVER IS NOT PERMITTED), ANY RIGHT TO RESCIND THE RIGHTS GRANTED HEREIN OR OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF WITH RESPECT TO THE RESULTS AND PROCEEDS. TO THE EXTENT THAT ANY PARTICULAR LIMITATION OF LIABILITY PROVIDED FOR IN THIS CLAUSE IS UNENFORCEABLE UNDER ANY APPLICABLE LAW, THAT PARTICULAR LIMITATION SHALL NOT APPLY AND THE REMAINING LIMITATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT

WITHOUT BEING IMPAIRED OR INVALIDATED.

Unless you're contracting with Snap Inc., nothing in these Terms will exclude or in any way limit a party's liability for fraud, death, or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.

16. Independent Contractor

Production Company's relationship with Company is that of an independent contractor. Nothing in these Terms will be construed to imply a joint venture or principal or agent relationship among the parties, and neither party will have any power to create any obligation on behalf of the other.

17. Anti-Corruption; Trade Control

Production Company agrees that it will comply, and it will require that anyone acting on its behalf to comply, with all applicable anti-corruption laws, rules, and regulations. That compliance will include the following: Production Company and anyone acting on its behalf will not give, offer, agree, promise to give, or authorize the direct or indirect giving, of any money or other thing of value to anyone to induce or reward favorable action, forbearance from action, or the exercise of influence. Notwithstanding any other provision of these Terms, Production Company understands and agrees that these Terms may be terminated immediately if Production Company or anyone acting on its behalf fails to comply with this provision. Production Company agrees to comply with all applicable economic sanctions, export control, and anti-boycott laws and regulations of the United States and all other applicable jurisdictions in performance of these Terms. Production Company represents and warrants that neither it nor any affiliated company is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the Treasury's Office of Foreign Assets Control and the Denied Parties List, Unverified List and Entity List maintained by the Bureau of Industry and Security.

18. Arbitration and Governing Law

All disputes arising out of or in connection with these Terms or any signed Statement of Work will be finally settled under the rules of Arbitration of the International Chamber of Commerce ("ICC Rules") by one or more arbitrators appointed in accordance with the ICC Rules. If the ICC or the parties decide that the tribunal will consist of three arbitrators, each party will nominate a co-arbitrator and the two co-arbitrators will jointly nominate the third arbitrator, who will serve as the presiding arbitrator. These Terms, including this arbitration provision, and any signed Statement of Work, and any disputes related to or in connection with any of the foregoing, will be governed and construed in accordance with (a) the laws of the state of California, except for its conflict-of-laws principles, if Production Company is headquartered in the United States and the legal seat of the applicable arbitration will be Los Angeles, California and (b) the laws of England and Wales, except for its conflict-of-laws principles, if Production Company is headquartered outside of the United States and the legal seat of the applicable arbitration will be London, United Kingdom. The language of the arbitration will be English.

19. Force Majeure

Neither party will be in breach of these Terms if an act of God or similar event not reasonably within a party's control materially frustrates a party's ability to perform its obligations under these Terms, provided such party (a) uses diligent efforts to attempt to render services notwithstanding such event as soon as possible, and (b) promptly completes such party's obligations once such event is remedied.

20. Miscellaneous

These Terms and any signed Statements of Work will bind each party and their successors and assigns. These Terms, together with any signed Statements of Work, constitute the entire agreement between the parties and supersede all prior or contemporaneous understandings between them. Any amendments to these Terms or any signed Statements of Work must be in writing and signed by authorized representatives of each party. If any provision of these Terms or a signed Statement of Work is invalid or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated. In the event of any conflict between the English language version of these Terms or any Statement of Work and any foreign language translations, the English version shall prevail.

