

Highlight Reel Video Production 2024 Service Agreement

This service agreement is for TalentReel customers purchasing a Highlight Reel recruitment video & supporting services.

This contract is between Talentreel Productions (The Business) and the Customer/player purchasing the video services (The Customer)

This Sales Representative Contract Agreement (the "Agreement") is entered into between Talentreel Productions (which may also be referred to as Talentreel, Talentreel Prod, or TLNT), an Ontario business (the "Company"), and the Customer/player (the "customer" who may also be referred to as the player or parent), collectively referred to as the "Parties."

1. ONTARIO CONSUMER PROTECTION ACT, 2002

- 1.1. Consumer rights as outlined in the Ontario *Consumer Protection Act, 2002* can be found at the end of this Agreement.

2. TERM OF AGREEMENT

- 2.1. This Agreement will begin on the date the invoice provided has been paid by the client and will remain in effect until the final product is delivered and 2 rounds of revisions are included.
- 2.2. By making a purchase the customer and Talentreel accepts the terms and conditions of this agreement.

3. SERVICES PROVIDED & ADDITIONAL CLAUSES

3.1. Highlight Reel Recruitment Video Editing Services.

- 3.1.1. Upon agreement of the contract, Talentreel is required to provide the customer a highlight reel following the specifications in the invoice paid by the customer. See section 4 for detailed on refunds.
- 3.1.2. Creating a video using highlights (clips) from a customer's game footage. The player must own the footage or have been granted permission to use the footage to create a Highlight Reel video through a third party. The customer holds full responsibility for the misuse of any footage they do not have permission to use.

- 3.1.3. The customer and Talentreel come to an agreement on pricing & details of the highlight reel video before the video begins production. This includes getting player information and additional content such as a headshot/picture. Customizations to a video must be communicated before the video is produced.
- 3.1.4. Customers are allowed to make 2 revisions/adjustments (making revisions or adjustments on two multiple occasions) to their video after being delivered for the first time. After 2 revisions player may be subject to additional charges. After a video is confirmed good to go live, any other future updates are subject to additional charges.

3.2. Review Game Footage To Find Highlights

- 3.2.1. Talentreel will review a player's game footage (a single game or multiple games) to find the player's best highlights. The player must own the footage or have been granted permission to use the footage to create a Highlight Reel video through a third party. The customer holds full responsibility for the misuse of any footage they do not have permission to use.
- 3.2.2. The time to review a single game or multiple games are included in the overall estimated video delivery time.
- 3.2.3. Footage may be refused by Talentreel if it is deemed too poor quality.

4. REFUNDS & CANCELATIONS

4.1. Highlight Reel Recruitment Video Editing Services.

- 4.1.1. Due to the nature of the service, Talentreel can not guarantee refunds to customers who are dissatisfied with the quality of the final video.
- 4.1.2. Refunds may be given out for any of the following reasons; Customer Service, Delivery time exceeding 10 days, or Poor quality relative to the standard of quality Talentreel regularly provides.
- 4.1.3. Refunds will not be provided for the following reasons; the customer does not like the highlights used, the quality of footage/highlights provided is poor, or not posted to Talentreels Instagram.
- 4.1.4. After a refund, customers own ownership of video and are not allowed to use or share their highlight reel and lose any access to the video. If players use, sharing or downloading of the video will be considered theft and prosecuted appropriately through the Canadian Copyright Act and enforced by the Canadian Intellectual Property Office (CIPO) and the Canadian courts.

4.2. Review Game Footage To Find Highlights

- 4.2.1. Refunds may be given to a customer if a large number of quality highlights have been missed by Talentreel when reviewing the game footage (quality highlights that are good enough to make it into the final video).

5. COMPENSATION

- 5.1. TalentReel Prod will charge the client in CAD for the Services (the "Compensation").
- 5.2. Clients may be asked to provide a downpayment for services to which the customer agrees to upon making the first payment.

6. INTEREST ON LATE PAYMENTS

- 6.1. Interest payable on any overdue amounts under this Agreement is charged at a rate of 15.00% per month or at the maximum rate enforceable under applicable legislation, whichever is lower.

7. 7. PERSONAL INFORMATION

- 7.1. Personal information that is crucial to a players recruitment including email, age, club, and team and other information submitted by the player may be shared with third parties in working relationships with Talentreel productions.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

- 8.1. All intellectual property produced by TalentReel Productions will be the property of TalentReel Productions. The Client is granted a non-exclusive limited-use licence of this Intellectual Property.
- 8.2. Intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.
- 8.3. Any content provided by the client that is used to produce the services agreed upon by the contractor Talentreel, Talentreel retains part ownership of the intellectual party.

Your Rights under the Ontario Consumer Protection Act, 2002

You may cancel this agreement at any time during the period that ends ten (10) days after the day of accepting the terms of this agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in

this agreement or if the supplier does not begin the performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, by any means that allows you to prove the date on which you gave notice.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having received the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.