

# RENTAL TERMS AND CONDITIONS - EQUIPMENT AND CREW - VIDEO ASSIST SWEDEN AB

## Parties:

The Parties affected by these general terms and conditions are stated in the quotation drawn up between the Parties ("Quotation" sw "offer").

## 1. Definitions:

(a) In these General Terms and Conditions, the following terms shall be construed as follows.

(b) The parties:

i. "Supplier" means the entity leasing/renting equipment and staff/personnel as specified in the Quotation, also referred to as "Supplier".

ii. "Customer" means the legal or natural person who rents personnel and / or Equipment from the Supplier in the manner specified in the Quotation.

(c) "Equipment" means machines with associated materials and accessories as well as products, materials, vehicles and rented out by the Supplier as well as spare parts and accessories for this equipment.

(d) "Supplier's personnel" means employees, representatives, subcontractors or other persons who perform services on behalf of the Supplier through staffing at the Customer.

(e) "Rental Fees" refers to the agreed amounts to be paid in rent for the Equipment and / or for goods that the Customer rents from the Supplier.

(f) "Quotation" means a written offer from the Supplier to the Customer with information on prices, quantities and rental periods of Equipment and personnel offered by the Supplier.

(g) In the event that the terms of this Agreement do not comply with the terms of a Quotation or a specific agreement as set out below, the terms of the Quotation and the specific agreement take precedent.

## 2 Background:

The background to this Agreement ("Agreement" or "the Agreement") is that the Parties have agreed that the Supplier shall provide materials (also referred to as "machinery" or "equipment" in this Agreement) and / or personnel to the Customer through renting / leasing in accordance with the terms of this Agreement.

Renting and leasing refers to a commercial and legal relationship between the Supplier and the Customer in which the Supplier makes equipment and self-employed personnel or staff from the subcontractor available to the Customer for use in the framework of (or performing) work that belongs to the Customer's operations and management. "Assignment" refers to the provision of a leased/rented person and / or equipment to the Customer.

## 3 Scope of the assignment and Contract period:

The Supplier and the Customer (hereinafter the "Parties") agree that the Supplier shall arrange for the rental of personnel and / or equipment for the benefit of the Customer in accordance with the terms of this Agreement and the quotation made between the Parties. The Agreement runs in accordance with the terms of the offer drawn up between the Parties. If the contract period is not stated in the quotation, the Agreement shall run from the date of today and until further notice with thirty (30) days of mutual notice. To the extent that the Customer terminates the Agreement, all costs associated with the Supplier's rental of personnel or machinery shall be reimbursed (the "Fee") before the agreement is considered terminated.

## 4 Fees, Rental Period, Payment and Cancellation:

The following conditions apply to fees, rental periods and payment unless otherwise stated in the offer drawn up between the Parties:

(a) The "Rental Period" begins on the delivery date and lasts until the Termination Date. "Delivery date" refers to the date that falls at the earliest of the delivery date as defined in these terms or the day that has been determined in the Quotation. "Termination Date" means the date that falls no later than (i) the date on which all Equipment has been returned to the Supplier's place of business, (ii) the date on which the Customer has agreed to return the Equipment to the Supplier in accordance with the Offer or (iii) when the service the Customer ordered by the Supplier is performed.

(b) The shortest Rental Period is one day.

(c) The Supplier shall keep the Equipment available for delivery on the agreed delivery date. The Supplier is not responsible for delays due to circumstances beyond the Supplier's control, provided that the Supplier informs the

Customer of these circumstances within a reasonable time.

(d) If the delivery takes place later than agreed and the delay is due to the Customer failing to approve the delivery without objective reason or failing to pick up the Equipment, the Supplier shall be entitled to receive full compensation for the days when the Customer failed to approve the delivery and / or failed to retrieve the Equipment.

The parties agree that pricing information shall apply in accordance with the quotation drawn up and approved between the parties.

The Parties further agree that the start time and end time per day for staffing shall be calculated from the Supplier's office / place of business (which means that the staff concerned begins and ends their working day at the Supplier's office / place of work) unless otherwise agreed upon between the Parties.

*Overtime pay for staff is based on the summary below:*

Overtime rates or commercials:

1-8 hours = daily wage

9-10 hours = 1/7 of daily wage per hour

11-12 hours = 1/5 of daily wage per hour

13- x hours = 1/3 of daily wage per hour

*Inconvenient ("OB") supplement (also referred to as "un-social hours" in the Quotation) is paid as follows:*

If any part of regular working hours is placed during the time period 00.00 - 05.00 Monday - Friday or 00.00 - 24.00 Saturday, Sunday or public holiday, 1/5 of the daily wage is paid in compensation for inconvenient working hours. ("OB" compensation)

For engagements exceeding one day, sleep time (night rest) of (at least) 11 hours between work shifts should be respected.

The Parties further agree that the staff concerned shall be given a meal break after every five (5) working hours.

In the case of drama productions, compensation is paid for "OB" supplements, as well as overtime and other additional compensation (for example travel compensation) in accordance with current tariffs set by the trade union Scen & Film (Teaterförbundet).

*Regarding canceled bookings the following applies:*

In the case of booking that are not carried out and where the Customer has not notified the Supplier in appropriate time that the work is canceled, the income that the Supplier loses is always charged. For all bookings, the following table applies in cases where bookings are canceled at short notice:

Length:	Canceled:	Debit:
1-6 days	4-7 days before	50% of price
1-6 days	2-4 days before	75% of price
1-6 days	0-1 days before	100% of price
> 6 day	10-14 days before	25% of price
> 6 day	7-10 days before	50% of price
> 6 day	3-7 days before	75% of price
> 6 day	1-3 days before	100% of price

An additional cost of 10% of courier transportation costs will be added when the Supplier provides transportation for the rented equipment.

An additional cost of 10% of parking costs will be added when the Supplier, or Suppliers personell, pays for parking related to the project.

## 5 Supplier's Responsibility:

The customer must use rented equipment in a suitable and professional manner. Other materials can be provided as agreed for daily use. The Supplier's liability shall otherwise be limited to the fact that it is only considered to provide personnel and equipment that the Customer uses within the framework of its operations. Customer shall be ultimately liable to its partners and customers in general, which is why the Supplier does not assume any responsibility beyond what is stated in this Agreement. The Supplier shall, however, ensure that it provides a serious and solid selection process and thereafter reports its selection process regarding the selection of personnel and equipment to the Customer to the extent that the Customer requests information regarding this.

## 6 Customer Responsibilities:

The parties agree that the Customer shall provide accommodation for the staff to the extent that the Assignment includes travel that is longer than 1.5 hours from the staff's home. To the extent that the Customer is unable to provide this, the Parties shall agree in writing on an acceptable handling of the personnel's accommodation.

## 7 Intellectual property rights:

The Agreement does not give either Party the right to the other party's trademark, copyright, patent, design or other intellectual property rights, unless this is expressly stated in the Agreement. To the extent that the Agreement gives the Party the right to use the other party's intellectual property right, this right of use ceases without prior notice when the Agreement terminates, regardless of the reason for the termination.

To the extent that provided personnel have produced special material during the Assignment, the right accrues to use such material to the Customer unless the Parties have agreed in writing on other terms. The Parties retain all rights to the intellectual property rights that the Parties individually owned at the time of the conclusion of the agreement. As far as the Supplier is aware, it does not, nor has it, infringed the intellectual property rights of third parties in any way that should be able to burden the Parties' contractual relationship. The Supplier shall also not participate in another's infringement of the Customer's intellectual property rights.

All material that the Supplier or its personnel have access to within the framework of this agreement is considered to be the Customer's property, except for machines that are rented to the Customer. This applies regardless of the type of material in question and regardless of whether the Customer has received the material from an outside party or whether the Customer has produced the material himself. All intellectual property rights that arise within the framework of this agreement accrue to the Customer if the Parties have not agreed otherwise in writing. Such material may include, but is not limited to: literary works, designs, inventions, scripts, drawings, video materials, digital solutions or technical innovation, and databases or lists of customers and clientes.

Violation of this clause entails a fine of SEK 100,000 for each individual violation.

## 8 Privacy:

The parties shall observe confidentiality regarding the content of the Agreement and the Assignment. Each Party undertakes, during the term of the agreement and thereafter, not without the written consent of the other Party to disclose to third parties' information (whether oral or written, electronic or otherwise), about the other Party's activities that may be considered business or professional secrets or otherwise use such information for any purpose other than the Parties' fulfillment of their obligations under the Agreement. Information that a Party has stated to be confidential shall always be considered a trade or professional secret.

A Party that receives information covered by this clause 8 shall ensure that such Party's employees, consultants, subcontractors and others who have access to such information sign a non-disclosure agreement the contents of which shall correspond to the non-disclosure agreement set forth in this Agreement.

Violation of this clause entails a fine of SEK 100,000 for each individual violation. Confidentiality applies during the contract period and twenty-four (24) months after the termination of the contract.

During the contractual period, the Parties shall provide each other with all information that the Party has access to and which the Party has the right to disclose - regardless of whether this information is documented or not - for fulfillment of the purpose of the Agreement. Information in this sense includes business-related information for the Supplier to be able to perform the services.

A Party's obligation to provide information may, however, be terminated by written notice if the other Party becomes insolvent or violates a provision of this Agreement and the breach of contract is of material importance.

#### **9 Other:**

The supplier has acquired and during the term of the agreement maintains the required liability insurance and interruption insurance. The Supplier shall also ensure that the personnel it provides have the necessary insurance for the Assignment. At the request of the Customer, the Supplier must present a copy of the applicable insurance policy and proof that the insurance premium has been paid in accordance with the insurance terms.

The Supplier reserves the right to refuse to perform services in places where we judge that the conditions for a good working environment are not met. This may include environments where there is an increased risk of personal injury, threats, robbery, theft or vandalism.

In other respects, the following conditions apply to the equipment:

- (a) The Customer is advised to take out liability insurance that covers damage to rented property.
- (b) The Customer bears the risk for the Equipment during the Rental Period in an amount corresponding to the value of the Equipment and shall compensate the Supplier for any lost rental income that arises due to damage to the Equipment.
- (c) The Supplier shall check and review the Equipment when it is returned after the end of the Rental Period.
- (d) The Customer's liability ceases after the Supplier has reviewed and approved the Equipment after it has been returned.
- (e) Equipment that cannot be repaired or lost equipment must be replaced with new or at least equivalent equipment.
- (f) If the Equipment is lost or damaged, the Customer shall (g) immediately notify the Supplier of what has occurred (and, if necessary, report to the police), and take all necessary measures to locate and take back the Equipment;
- (ii) submit as soon as possible a complete written report of the circumstances of the loss or damage to the Supplier and provide the Supplier with the necessary information and (iii) without delay report damage to or loss of Equipment to its liability insurance company.
- (h) The Supplier reserves the right to terminate the Customer's use of the Equipment, if the Supplier finds that the Customer does not handle, or there is a risk that the Customer will not handle, the Equipment in a professional manner.
- (i) The Customer is responsible for property, person and / or property damage that has occurred to a third party during the Rental Period, as a result of the Customer's or the transport or handling of the Equipment used by the Customer.
- (j) Preliminary working hours shall be notified in writing no later than 7 days before the start of the Assignment and final working hours shall be announced no later than 48 hours before the start.
- (k) The Supplier has the right to continuously replace personnel within the framework of the Assignment.

The Customer understands that the Supplier shall not be considered to act in its capacity as Contractor or Subcontractor but handles its contractual role in its capacity as a party that provides personnel and equipment for the benefit of the Customer. The Customer undertakes any role as a subcontractor or similar vis-à-vis its partners or other party with whom the Customer enters into agreements within the framework of which he uses the personnel and the machines that the Supplier provides through this Agreement.

The Agreement with its annexes as well as the quotation constitutes the Parties' complete settlement of all matters affecting the Agreement. The failure of a Party to exercise any right under the Agreement or the failure to point out a certain circumstance attributable to the Agreement shall not mean that the Party has waived its right in such respect. If the terms of the Agreement change significantly or the Agreement as a result of a change in law or other circumstances beyond the control of the Parties could not be applied in accordance with the Parties' intentions, negotiations shall be initiated at the request of either Party to adapt the Agreement to the changed circumstances. Modifications to the Assignment, excluding substitution of the persons used by the Supplier for the performance of the Assignment, may only take place after written agreement between the Parties.

The parties shall in good faith negotiate all changes to the Assignment and any compensation for the extra costs that

such changes may entail. Such additional remuneration shall be agreed between the Parties in writing and based on the remuneration received, in accordance with this Agreement, for the original Assignment. Additions or amendments to the agreement must be made in writing and approved by both Parties in order to be enforceable.

#### **10 Limitation of liability:**

The Parties agree that the Supplier's liability for breach of contract is, unless there is intent, limited to the lower of the total amount of the Supplier's compensation during the Assignment. The Parties agree that the Supplier is only liable for damage to the Customer's property caused by negligence or intent on the part of the Supplier. The amount of damages is limited to the total amount of the Supplier's compensation during the Assignment.

The Parties agree that the Supplier is not liable for indirect damages, such as loss of profit, loss of production, costs for hiring another consultant, costs for equipment and similar costs or losses.

#### **11 Use, Maintenance and Return of Equipment:**

##### *Use:*

- (a) The equipment may only be used in accordance with the applicable technical specifications and may only be assembled, handled and dismantled by expert personnel. The Customer is responsible for ensuring that all available and applicable safety regulations and preventive measures are observed and complied with. The Customer shall also be responsible for storage of the Equipment during the Rental Period unless the Equipment has been stored with the Supplier via night storage.
- (b) In addition to the above, the Customer shall
  - (i) refrain from using the Equipment for purposes other than those intended by the manufacturer;
  - (ii) refrain from lending, renting, mortgaging or otherwise transferring the Equipment;
  - (iii) allow anyone other than the Customer or persons who are subordinate to the Customer and who have sufficient qualifications, to use, examine or evaluate the Equipment;
  - (iv) refrain from modifying or disassembling the Equipment, except for normal cleaning and normal maintenance in accordance with paragraph 12 below;
  - (v) refrain from connecting anything to the Equipment in such a way that the Equipment risks being damaged;
  - (vi) take all reasonable precautions to prevent the Equipment from being lost or damaged during the Rental Period;
  - (vii) inform the Supplier of any defects in the Equipment within 24 hours of the Customer discovering the defect;
  - (viii) not without the written permission of the Supplier use the Equipment in the event of abnormal or risky assignments or, in the case of air transport, use anything other than scheduled flights performed by reputable airlines. However, the above does not apply if the Parties have expressly agreed on the rental of equipment for use in filming from, for example, aircraft or helicopters.
- (c) Vehicles rented by the Supplier to the Customer may not be used (i) for the carriage of passengers or goods for remuneration; (ii) to tow, push or otherwise move another vehicle or trailer without the express written permission of the Supplier; (iii) by persons who do not have a valid driving license for the vehicle category in question and / or are under the influence of alcohol, drugs or narcotics. When the vehicle is not in use, both the steering wheel lock and the vehicle's doors must always be locked. If the vehicle is involved in a traffic accident, the Customer and the driver shall act to secure the interests of the Supplier and the insurer.
- (d) When using the Equipment, the Customer shall comply with applicable laws and regulations, including but not limited to the use, handling and transportation of the Equipment.
- (e) The Customer shall indemnify the Supplier against all claims for compensation for damages, fees, costs, penalties, fines and obligations that arise during the Rental Period through the Customer's failure to comply with or violation of laws or regulations; or
  - (ii) Customer's breach of this Agreement.
- (g) The Supplier is not responsible for inaccuracies in or loss of data, files and / or other material recorded with or otherwise created with the help of rented Equipment or by the Supplier's personnel. However, the Supplier is responsible for ensuring that the Customer receives the necessary documentation (for example digital copies) when this is applicable in accordance with a written agreement between the parties.

(h) The Customer is not entitled to export the Equipment outside Sweden unless written permission by the Supplier is obtained prior to such export.

##### *Maintenance*

(a) Normal cleaning and maintenance of the Equipment, including cleaning from dust, dirt and moisture shall be performed by the Customer and at his expense. Maintenance and repairs may only be performed by knowledgeable personnel with access to detailed maintenance and service instructions. If the Equipment requires repairs in addition to normal cleaning and maintenance as a result of damage or irregular wear and tear that has occurred during the Rental Period, this work shall be performed under the Supplier's auspices but at the Customer's expense.

(b) The Customer is responsible for costs for transport during repair or replacement of Equipment due to damage to or loss of equipment that has occurred during the Rental Period.

##### *Return:*

- (a) The Customer shall, at its own expense, return the Equipment to the Supplier's place of business in the same condition as it was upon delivery.
  - (b) All vehicles and generators are handed over to and returned by the Customer with a full tank. The Supplier has the right to invoice the Customer for refilling the tank with a surcharge for service fee.
- The Parties agree that the conditions for use, maintenance and return shall apply as above unless other conditions are stated in the offer drawn up between the parties.

#### **12 Force majeure:**

If a Party is prevented from fulfilling its obligations under the Agreement due to circumstance which Party does not control, such as lightning or lightning, fire, war, mobilization or large-scale military conscription, requisition, seizure, government regulations and riots, as well as errors or delays in services or products from subcontractors due to circumstances stated here, this shall constitute grounds for exemption which entails advance time for performance and exemption from possible fines, damages and other penalties. A Party who considers that an impediment exists under this paragraph shall immediately inform the other Party thereof in writing. The Parties shall consult on the measures to be taken in the light of the circumstances of the case.

#### **13 Validity of the Agreement and early termination:**

A Party does not have the right to transfer this Agreement in part or in its entirety, or a right or obligation under this Agreement, in addition to what is expressly stated in this Agreement. However, notwithstanding this paragraph, the supplier has the right to transfer the right to payment. Party has the right to terminate the Agreement with immediate effect: (i) if a Party is declared bankrupt, enters into a composition, suspends its payments, enters into liquidation, is the subject of a corporate reorganization and as a result is unable to fulfill its obligations, nor can it provide satisfactory security for its fulfillment, or (ii) whether a Party before or after entering the Agreement has failed to provide information such as information which is objectively of essential importance for entering into the Agreement and / or its continued validity.

(iii) if a Party has failed to provide information that a Party under the Agreement is obliged to provide to the other Party, or if such information is incorrect.

In addition to what is stipulated above, each Party also has the right to terminate the Agreement with immediate effect if the other Party has committed a material breach of contract and the failing Party within a reasonable time takes corrective action upon written request. Termination of the Agreement must be in writing to be considered valid. In the event of premature termination of the Agreement, what has been determined regarding confidentiality and intellectual property rights shall continue to apply.

#### **14 Dispute:**

Disputes that may arise concerning interpretation or application of this Agreement and related legal matters shall be decided by a Swedish general court. Swedish law shall apply to this Agreement.