

## LEASING TERMS AND CONDITIONS

### I- GENERAL INFORMATION

These General Terms and Conditions shall, without any limitation, apply and govern all Rental Agreements entered into between Filmquip Media and its customers, provided nothing to the contrary has been agreed upon in writing and signed by Filmquip Media.

i) Issuance of an order by a customer implies adherence to these general terms and conditions and any specific conditions. In the event Filmquip Media's General Terms and Conditions are inconsistent with those of its customers or any third party entering into a business relationship with Filmquip Media, Filmquip Media's General Terms and Conditions shall prevail, even if it have not objected against those of its customers or of the third party.

ii) Provided Filmquip Media is unable to fulfill its services as assigned to it either continuously or temporarily, Filmquip Media reserve the right to transfer such assignment to selected specialized subcontractors at customer's risk and account.

iii) The customer acknowledges having been informed of these General and Specific Terms and Conditions and declares that it accepts them without reservation.

### II- PROVISIONS

a) Opening of an account:

Customers as moral entities or individuals may open accounts with provision with the following conditions:

i) Customers as moral entities and having continuous relation with Filmquip Media may hold an account in the company's account ledgers unless otherwise provided in writing by Filmquip Media.

ii) Customers as individuals may request that an account be opened in accordance with these general terms and conditions and specific conditions requested by Filmquip Media.

iii) In order to allow for a maximum outstanding credit amount, customers as moral entities or individuals must provide information that includes: Certificate of incorporation of the Company, commercial circular of the Company, fiscal registration number, identification copies, fixed address contact.

b) Issuance of an Order:

i) The issuance of an order is made according to standard practice and must be by e-mail it is defined as follow: Description of the leased item, description of crew number, vehicles rental, leased generators, leased studios, lease duration - start and return dates, location, price and payment options, intended use of the equipment in detail, name and title of the signer of the order form. Deadlines and periods:

i) Filmquip Media's offer to the customers is free and without obligation, provided no special term of commitment by the customers has been guaranteed.

ii) Deadlines and periods shall commence upon sending the order confirmation, however, upon final clarification of all terms of the order form and all technical details and the documents to be provided by the customer at the latest, in particular, the customer shall provide a confirmation in accordance with the terms agreed upon in the present Terms and Conditions. Furthermore all individual instructions and approvals, which might be necessary to be obtained, must be confirmed in such letter.

iii) The order confirmation is required by the customer following Filmquip Media's offer. Any subsequent changes requested by the customer will interrupt such period, and such period will be revived after announcement of all changes requested. Once the order is confirmed, deadlines and periods are deemed to be effective and in case the order is cancelled within fewer than 48 hours from the shooting date, a compensation fee amounting to 50% of the overall leasing rate shall be payable. Any agreements require Filmquip Media written confirmation to become effective. Any agreements made after conclusion of contract, including any changes, cancellations and/or amendments, shall require Filmquip Media written confirmation to become effective.

c) Leased equipment: The equipment provided to the customer is deemed to be in good operating condition and delivered complete with all accessories. The customer is prohibited from covering or removing the ownership plates that indicate that the equipment belongs to Filmquip Media. The customer undertakes to take all measures to safeguard and protect the items. Specifically outside of operating hours, at night, as well as during holidays or vacation periods, vehicles containing the leased equipment must be parked in a guarded or closed garage. Under no circumstances may the customer assign, sub-lease or lease the equipments or generators to or/from a third party. Filmquip Media being the exclusive rental supplier to the customer.

d) Delivery of the leased equipment: Providing the equipment at the date and time set forth in the order form constitutes the principal obligation of Filmquip Media. This is formalized by means of a release form duly completed by the two parties. The signing of this form by any representative or agent of the customer incurs the customer's liability and confirms proper operation of the equipment and acceptance, without reservation, of these general and specific lease conditions. This will be the only instance of the customer, and upon nonfunctioning of the equipment provided, to raise the issue to Filmquip Media. Filmquip Media will provide a replacement extra cost to the customer should the issue raised by the customer is valid. Filmquip Media undertakes to notify the Customer within 5 business days after the return of the equipment, of any irregularity, breakage, malfunction or hidden effect which might have occurred during use.

e) Use of the leased equipment: The customer must make no change whatsoever to the leased equipment, and must not use it in risky conditions and in an inconsistent manner with normal use conditions. It is prohibited for the customer, without prior written authorization of Filmquip Media, to install accessories, or attach parts or any other device to the equipment. The customer undertakes to use the equipments "as would a prudent and careful owner". Only qualified or authorized personnel may operate or use the leased equipment.

f) Term of lease and return of leased equipment: The lease duration is expressed in days, and starts on the date of pickup of the equipment, running until the date of its return to our premises (during business days). The start of any day is considered as a full day. The customer undertakes to return the equipment on the scheduled date, and during business days and hours, with all its accessories, in condition identical to that when it was delivered. In any case, the contractually agreed term of lease shall be the minimum term of lease. Filmquip Media will not accept such return until after verification of proper operation. Filmquip Media undertakes to notify the customer within 5 business days after the return of the equipment, of any irregularity, breakage, malfunction or hidden effect which might have occurred during use. Any delay in the scheduled return of the equipment without prior written authorization of Filmquip Media will be invoiced based on the current rate and the price list. The return of the equipment and unloading of the vehicles at the premises of Filmquip Media are the customer's responsibility.

### III- INVOICING

The price to be paid by the customer is based on the current rate at the time of the order. The leasing rate applies to equipment taken and picked up at the departure point. All rates indicated in our price list are set net of tax, with current VAT to be paid in addition and may change without prior notice. Filmquip Media is free to make reductions on each order separately. Invoicing will be determined in accordance with the departure and return forms, validated by Filmquip Media. Unless otherwise provided in writing by Filmquip Media, no reduction in invoicing may be made in the event of a forced suspension of the equipment for any reason whatsoever, and specifically by reason of strikes, seizure, etc. Filmquip Media will be entitled for the lease until physical return of the equipment to its premises, regardless of the cause of the delay in the return.

### IV- PAYMENT

a) Payment period: Payment is to be made upon receipt of the invoice by any means of payment, unless agreed otherwise in advance. Any invoice under AED 3000 will be payable upon assuming custody of the equipment. Immediate payment is understood as being within 15 days after the invoice issuance date unless otherwise agreed with Filmquip Media.

b) Penalties for late payment: In the event that payment occurs after the normal settlement period,

weather a day delay or more, Filmquip Media will invoice the customer for delinquent interest corresponding to 1% per month which will be due upon receipt of the invoice. Filmquip Media shall withdraw the granted discount, should the customer fail to settle the invoice on due date.

c) Payment default: The following constitute payment default: Any change in due date, failure to pay an invoice when due, total or partial failure to cover a payment by check, unjustified delay in sending an accepted invoice or check, circumstances which put the customer's solvency or readiness to make payment in question, failure to notify Filmquip Media in writing of receipt of the statement of unpaid bills. Any payment default thus defined, will result in: Immediate demand for payment of the full balance due for any reason whatsoever even if checks had been accepted and payment periods and prolongation of payment had been granted beforehand, the application of delinquent interest as of issuance of the unpaid balance will be charged less current credits. Any expenses incurred by Filmquip Media with a view to recovering amounts due are at the expense of the customer and will be subject to separate invoicing due upon receipt (attorney expenses and fees, court and bailiff expenses, ...)

### V- GUARANTEE

i) A guarantee (check or cash) may be requested by Filmquip Media depending upon the nature and value of the leased material. Such guaranty will be required prior to delivery of the material, and subject to deposit at the convenience of Filmquip Media. For any foreign customer, a cash deposit will be required even in the case of pre-payment, equal to 1,5 x the agreed upon lease price. Filmquip Media will deduct the guaranty from the due invoice should the customer fails to settle it on time and will collect the delinquent balance and interests through legal actions.

VI- INSURANCE Conditions: All Filmquip Media, trucks, and crew are solely insured and covered. The customer agrees to pay to Filmquip Media a mandatory premium set at a 10% of the lease amount unless otherwise provided in writing by Filmquip Media. In case of a claim not covered by Filmquip Media (see below "exclusions"), the value of repairs or replacement of the equipment, as well as any related physical or material damage, will be completely at the expenses of the customer, who will settle the corresponding invoice immediately. Repairs may be made either by Filmquip Media technical personnel, or by the manufacturer or an approved representative thereof. In the case of theft, loss or complete destruction, the leasing period will be counted until production by the customer of the official claim report, plus the lump-sum of one month to cover the equipment replacement period. During difficult operating conditions, in an aerial marine environment with exposure to rain, water leaks, sprinkling, high humidity in the presence of sand or salt, extreme temperatures, dirty or unsanitary operating environments, flooding, etc.. It is imperative that the customer engage additional insurance from its

own insurers, covering all specific replacement repairs or cleaning costs will be invoiced to the customer.

ii) Exclusions: The following are excluded from the scope of application of the insurance coverage, and may not be included in any assumption of liability of Filmquip Media. Not adhering to the Gaffer's recommendations on safe usage, production risks, loss of equipment, thefts without breaking and entering or defined threat, thefts of equipment left in a vehicle not guarded or parked in a closed place, claims following a defined failure to monitor or guard equipment leased to the customer and for which the customer retains custody, claims following use by unqualified or unauthorized personnel. More generally, any claim not covered by our insurance company will be the responsibility of the customer "lessee", for any reason whatsoever.

#### VII- LIABILITY

Liability for slight negligence shall be excluded. This shall also apply for own faults and responsibility for executive organs and faults caused by subcontractors. Filmquip Media is not liable in the event of force majeure, strike, lock-outs and the conduct of suppliers and similar cases. To the extent Filmquip Media liability is excluded and limited, the personal liability of our employees, crew, agents and sub-contractors shall also apply. Airway documents pertaining to camera equipments and accessories are on

Filmquip Media sole liability, whereas road and or/express shipment customs and transit formalities pertaining to camera and or/lighting equipments and accessories are on the customer's sole expense and responsibility.

#### VIII- SPECIFIC CONDITIONS

Crew: Filmquip Media crew shall always be present at all time on set and upon delivering and receiving equipment unless otherwise provided in written by Filmquip Media. Customer has no right to engage a personal crew unless otherwise agreed and approved in written by Filmquip Media.

Generators: The customer has no right whatsoever to rent a generator from a third party. Filmquip Media obligations are to fill up generators with fuel, oil and to do the maintenance.

Overtime: 15-18 Hours: Crew Rates x 1.5 (i.e. 100aed x 1.5 = 150aed) 18 Hours +: Crew Rates x 2 (i.e. 100aed x 2 = 200aed) 24 Hours +: Crew and Equipment will be charged as a New Day. Usage of Generators and Fuel above 15 Hours: 150aed / Hour.

#### IX- LITIGATION

UAE Law shall exclusively apply. UAE tribunals shall be the place of jurisdiction should any conflict or failure of compliance with the present General Terms and Conditions occur.