

General Terms and Conditions "Studio, External and Post Production" of nobeo GmbH¹

1 Applicability

- 1.1 These general terms and conditions apply to the contractual relationship between nobeo GmbH (hereinafter referred to as "nobeo") and the Contracting Party, unless otherwise agreed in writing in a particular case.
- 1.2 The general terms and conditions of the Contracting Party do not apply unless expressly agreed otherwise.

2 Offer and conclusion

- 2.1 The offers made by nobeo are without obligation and are non-binding, unless a definite commitment period for the offer was guaranteed in writing. Offers made by nobeo are confidential; disclosure to third parties is prohibited without nobeo's written consent.
- 2.2 Offers by nobeo require written confirmation by the Contracting Party for the contract to become effective; orders are deemed accepted even without written offer confirmation by the Contracting Party in the event nobeo commences the fulfilment of its service obligations, especially if the Contracting Party has received or used rental items, or if the construction of the scenery set was commenced.
- 2.3 All agreements made after the conclusion of the contract, including modifications, revocations or amendments require our written confirmation to be valid. Even the cancellation of the written form can only be made in writing.

3 Facilities, production means, technical devices and inventory

- 3.1 nobeo surrenders to the Contracting Party for the agreed upon time period the facilities and production means (e.g., mobile unit) specifically described in the individual agreement, including individually designated ancillary rooms, electronic devices and other objects for the agreed upon use. The rental period is defined by the first and last day of the rental. The customer is obligated to meet the agreed deadlines. When a deadline is exceeded, there is no entitlement for further hiring.
- 3.2 The mobile or installed inventory and the technical equipment described in the individual agreement is hired to or made available to the Contracting Party for the conditions agreed upon in the individual agreement until the end of the rental period.
- 3.3 nobeo is entitled to invoice for additional services if they were not anticipated by either party at the time of the order but became necessary in the performance of the contract, and a written agreement could not be made. The prices listed in the price list apply if no price was agreed upon for additional services.
- 3.4 nobeo reserves the right to hire subcontractors to fulfil part or all of the agreed services. It does not constitute a contractual relationship between the Contracting Party and the subcontractor; the obligations of nobeo towards the Contracting Party remain intact.
- 3.5 Items (e.g., materials) that were surrendered to the Contracting Party remain the property of nobeo until complete payment has been rendered for all claims resulting from the business relationship between nobeo and the Contracting Party.

¹ This version of the general terms and conditions is recommended by the Association of Technical Operations for Film and Television (ATFT).

- 3.6 Furthermore, nobeo has the right to withhold content stored on hard disk that was, for example, produced in the context of "tapeless workflows", until any and all claims arising from the business relationship with the Contracting Party are paid in full.
- 3.7 Sub-leasing or other paid or unpaid hiring of rental items / production means by the Contracting Party to third parties is only permitted with the written consent of nobeo. This does not apply to fulfilment personnel and/or assistants of the Contracting Party.
- 3.8 Technical devices must not be modified without prior approval by nobeo. In the case of studio productions, modified devices must be restored to their original condition by the Contracting Party by the end of the rental period, unless otherwise agreed. The same applies to set articles/props insofar as they were introduced to the production through nobeo.
- 3.9 Unless otherwise agreed, the Contracting Party is obligated to use nobeo's equipment, devices, studio personnel and other services required for the creation of a production, if available on site.

4 Compensation and terms of payment

- 4.1 The remuneration payable by the Contracting Party for the services rendered by nobeo is based on the individual agreement, or, in the absence of an agreement it is based on the price list valid at the time of the contract conclusion.
- 4.2 Notwithstanding Clause 4.1, fees are calculated based on the full day rate in the absence of any other agreements. Even partial production days are invoiced as full days if personnel or other services had to be made available or were used on such days. Applicable additional costs for Sundays and holidays will also be included at the full price.
- 4.3 If the payment is consolidated into a lump sum for a certain period of time but like the service (including the rental object) is used beyond the agreed upon time frame, nobeo will invoice the additional time used according to the price list valid at the time of use.
- 4.4 Remuneration and price information for businesses are net prices plus the respective applicable statutory value-added tax (VAT).
- 4.5 Costs incurred during the use of nobeo's individual services for air-conditioning, heating, water, power, cleaning, cost of services, telecommunication, Internet and other consumption-related services, are billed according to the actual use and documented consumption or according to a daily flat rate, unless expressly agreed otherwise. These expenses are not included in the agreed compensation in the individual agreement; they are based on nobeo's price list.
- 4.6 Payments must be made immediately upon receipt of the invoice, without any deduction whatsoever and free of charges, unless otherwise agreed or otherwise stipulated on the invoice. In the event of payment default, nobeo has the right to demand, without further proof, an interest rate at 8% above the relevant base interest rate of the European Central Bank. Other claims of nobeo remain unaffected. Insofar as the Contracting Party does not meet its payment obligations according to the contract, nobeo has the right, without prejudice to any other rights, to withhold any additional agreed upon services from the Contracting Party until payment of the outstanding invoices is made in full.
- 4.7 The Contracting Party is only entitled to offset, withhold or reduce payment, even if complaints or counterclaims have been put forward, when the counterclaims are legally determined or are not in dispute. The Contracting Party's right to claim a rent reduction in separate litigation remains unaffected.
- 4.8 Provisions or discounts by nobeo for pilot productions only apply if the pilot production is not broadcast on television, unless agreed otherwise in individual cases. If it is broadcast regardless, the Contracting Party must reimburse nobeo for the special discounts listed in the individual agreement. The outstanding amount is due after the initial broadcast of the program.
- 4.9 Invoice disputes may be lodged only within four weeks after invoice receipt, otherwise the invoice is considered accepted.

5 Obligations of the Contracting Party

- 5.1 The Contracting Party must immediately check the hired premises, production means, inventory, technical objects or scenery set for defects and report such to nobeo immediately. If no notice is given within two weeks of knowledge of defects, the service of nobeo shall be deemed accepted free of defects. The same applies to obvious defects that are not reported within the first two weeks of transfer.
- 5.2 The duty to inform according to Paragraph 1 also applies to defects, deteriorations or damages of facilities, production means, inventory, scenery set or technical devices that occur during use or are noticed during use.
- 5.3 The Contracting Party must treat the items hired to it with the required care. The Contracting Party is liable for its personnel or persons working or lingering on the premises with its consent or knowledge, and the dangers posed by objects brought onto the premises by the Contracting Party.
- 5.4 The Contracting Party assumes the duty to implement safety precautions for third parties for the facilities, production means and objects hired to it. In particular, the Contracting Party is responsible for compliance with the work and safety requirements according to legal provisions and official regulations, among others, compliance with the accident prevention regulations of the relevant trade association and the guidelines of the Association of German Electrical Engineers (VDE). This does not apply to the duties to implement structural safety precautions (including structural fire protection), unless the Contracting Party implements structural modifications.
- 5.5 Fire, explosion, water, fog and snow recordings or the use of fire arms, pyrotechnic tools, lasers or other special effects is only permitted with nobeo's approval. Approval is also deemed necessary if materials are used that can cause damage to the studio or to ancillary rooms. Vehicles must only be brought into the rented rooms with nobeo's prior approval. Maximum concentrated loads must be observed as well as maximum power requirements (ampere) for connected circuits.
- 5.6 The Contracting Party is solely responsible for official or other public permits. nobeo is not liable for impairment in the use of the hired facilities, production means, inventory, scenery set or technical equipment due to missing government permits. The obligation to pay the agreed remuneration remains.
- 5.7 Rented items / production means must be operated and used by nobeo personnel only and, if agreed otherwise, only by expert personnel in consideration of the technical provisions.
- 5.8 The Contracting Party is obligated to lock the hired facilities after use and carefully secure all movable devices / production means against loss and theft.
- 5.9 For productions with live audiences, the Contracting Party must report, within an appropriate period of time before the start of production, the exact dates, number of persons and required ancillary rooms and ancillary equipment in order to obtain the required official permits and implement safety measures in accordance with the regulatory requirements.
- 5.10 In particular, it is prohibited to store even temporarily any recording media (tapes, digital storage device, etc.), even in small quantities. Storage and cutting is permitted in the intended and specially appropriated rooms only. Modifications to electrical installations require the approval of nobeo.
- 5.11 The Contracting Party is obligated to sufficiently insure the general liability risk of the associated production. Furthermore, the Contracting Party is obligated to take out adequate production loss insurance with regard to all services provided by nobeo. Statements of insurance must be provided at the request of nobeo. In the event of damage, nobeo must be notified immediately and a detailed damage report must be submitted.
- 5.12 nobeo is entitled but not obligated to make a safety copy of the film / television recordings that were made at its facilities in the context of the production; however, nobeo is obligated to destroy the safety copy if the Contracting Party issues a written request to delete.

6 Personnel

- 6.1 To the extent possible and unless agreed otherwise, the Contracting Party is obligated to use nobeo personnel to operate the provided equipment to the extent that nobeo offers such services. If the Contracting Party is using its own personnel, it shall be liable for any consequential damages on other parts of the studio or technical devices caused by its personnel. Furthermore, nobeo must meet certain legal, official and insurance related requirements for studio productions. For this reason, certain mandatory functions such as fire department, paramedics, stage manager and IT technicians must be provided by nobeo; the Contracting Party will be billed according to the price list.
- 6.2 Individual costs for other personnel are defined in the individual agreement.
- 6.3 The Contracting Party is obligated to comply with the legal and trade association employee protection provisions. Potentially required official permits for Sundays and holidays must be obtained by the Contracting Party.
- 6.4 The Contracting Party is prohibited from compensating, itself or through third parties, the agents made available by nobeo.
- 6.5 The statutory provisions apply to the hiring of personnel.

7 Return/vacating

- 7.1 The Contracting Party must return the used facilities swept clean at the end of the contract period. If the Contracting Party is unable to return the facilities before the end of expiry of the rental period as contractually agreed upon for reasons for which the contractor is responsible, nobeo has the right to return the facilities to a usable state without further notice, at the expense of the Contracting Party. Trash and debris that was left behind will be disposed of at the expense of the Contracting Party at the respective daily rate per unit.
- 7.2 The Contracting Party is obligated to pay the full daily rental rate for the duration of the clean-up until the contractually agreed upon, well-swept condition is restored.
- 7.3 If any parts of the rental property / the production means are damaged or modified during production (e.g. stickers or paint), requiring renewal of these parts, then the Contracting Party will be billed for any such special effort.

8 Liability/warranty

- 8.1 Liability without fault for initial defects according to Paragraph 536a of the German Civil Code is ruled out. nobeo assumes no responsibility that rental objects meet the requirements for the intended use by the Contracting Party. It is the sole responsibility of the Contracting Party to make sure the rented objects suffice to achieve the intended results.
- 8.2 Irrespective of the legal basis, nobeo is liable for damages in case of wilful intent and gross negligence only, as well as for personal injury in case of slight negligence.
- 8.3 In the case of negligent breach of a material contractual obligation (cardinal obligation - i.e., obligations whose compliance a Contracting Party was entitled to rely on and whose fulfilment makes the proper performance of the contract possible in the first place), nobeo's liability is limited to EUR 1,000,000 per damage event. Moreover, liability for damages caused by negligence is excluded. Liability under the product liability law remains unaffected by the above provisions. The limitation of liability also applies to damages to film and audio materials caused by loss of data or corruption, for example.
- 8.4 The same applies to the fault of nobeo employees, workers or assistants. Moreover, nobeo is not liable for gross negligence of its agents with the exception of senior executives and their agents.
- 8.5 nobeo is not liable in the event of force majeure, strikes, lockouts and for the conduct of suppliers and subcontractors in comparable cases. In these cases, nobeo is released from

fulfilling the contract until the causes of force majeure, strikes, lockouts or similar cases have been removed. nobeo is not liable for objects introduced by the Contracting Party unless the objects were in the custody of nobeo.

9 Screen credit obligation

For television productions that were produced in nobeo's studios, the following opening credit or end credit must be displayed, if possible:

Made in the studios of nobeo GmbH

The company logo must be used, if possible.

10 Termination/cancellation

- 10.1 A cancellation of the contract by the Contracting Party before the commencement of the rental period is only permitted if this is provided for in the individual agreement at conditions and fees for certain intervals specified therein.
- 10.2 If the individual agreement made no provision then the statutory regulations apply to the cancellation. It stipulates that the agreed payment must be made minus the savings nobeo made due to the cancellation.
- 10.3 nobeo has the right to terminate rental and other procurement contracts for good cause and without prior notice if, after conclusion of the contract and despite a grace period and deadline, the Contracting Party fails to fulfil a substantial part of its obligations to nobeo or if another important reason presents itself.
- 10.4 Furthermore, nobeo has the right to cancel the contract without prior notice if the Contracting Party endangers operational safety or undertakes actions that are likely to endanger the interests of nobeo and fails to stop such activities despite having been given a warning with a reasonable deadline.

11 Place of fulfilment, jurisdiction, applicable law, written form, final provisions

- 11.1 The jurisdiction is Cologne if the Contracting Party is a merchant according to the German Commercial Code, a legal entity under public law or a special fund under public law. In this case, nobeo also has the right to sue the Contracting Party at its general place of jurisdiction if it so chooses. This shall also apply correspondingly if the Contracting Party has no general place of jurisdiction within Germany, or after conclusion of contract, changes its domicile or place of habitual residence to outside the Federal Republic of Germany, or its domicile or habitual place of residence is unknown at the time the action is brought. This also applies to a Contracting Party whose domicile is in a member state of the European Union; in accordance with Article 23, Paragraph 1, Sentence 1, 3 letter. a EuGVVO, the jurisdiction of the court in Cologne applies as agreed in this case. With its signing of the contract, the Contracting Party expressly agrees with this jurisdiction clause.
- 11.2 The contract according to these general terms and conditions is exclusively governed by the laws of the Federal Republic of Germany.
- 11.3 Should a provision of these terms and conditions or a provision within the scope of other agreements between nobeo and the Contracting Party be or become invalid in part or in full, then the validity of all other provisions or agreements will not be affected.

As of: May 2013

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