

GENERAL TERMS AND CONDITIONS - FILMOTECHNIC REMOTE SYSTEMS BV

1. Applicability

1. These general terms and conditions (hereinafter: "General Terms and Conditions") apply to all legal relationships between Filmotechnic Remote Systems BV or by any other natural or legal persons or company authorised by Filmotechnic Remote Systems that uses these terms and conditions (hereinafter: "Filmotechnic") and its client(s) (hereinafter: "Client(s)"), or between Filmotechnic and other natural or legal persons, including Third Parties within the meaning of Article 3.1 below, with whom Filmotechnic concludes an agreement.

2. The legal relationships as referred to above in Article 1.1. include all quotations, obligations (both contractual and statutory, including agreements of assignment), supplementary agreements and follow-up agreements and all communications (written, electronic and oral).

3. An assignment as referred to below also includes any other legal relationship by virtue of an agreement as referred to in Article 1.2 of these General Terms and Conditions. The General Terms and Conditions or other terms or conditions of a Client and/or the above entities are expressly rejected.

4. If one of the provisions of these General Terms and Conditions is null and void or is annulled, the other provisions of these General Terms and Conditions shall remain in force and Filmotechnic and the Client shall agree in mutual consultation on a replacement provision that as far as possible has the same effect and purport as the provision that is being replaced.

2. Conclusion of agreements

1. Each agreement is concluded based on an offer (quotation) or (draft) agreement drawn up for that purpose by Filmotechnic, and the written acceptance thereof by the Client within the term of the expiration date stated in the offer. If the quotation does not contain an expiration date it will be considered as expired one month from the date of the offer. Acceptance of Filmotechnic's offer subject to any reservation, including rejection of the applicability of these General Terms and Conditions, is considered a new offer and only leads to an agreement if Filmotechnic explicitly agrees to this in writing. Assignments are accepted and executed by Filmotechnic with the exclusion of Article 7:404 and Article 7:407 paragraph 2 of the Civil Code (hereinafter: "CC").

2. Filmotechnic's quotations and (assignment) agreements are based on information provided by the Client. The Client warrants that to the best of its knowledge it has provided all information essential for the design and execution of the Assignment. Filmotechnic will perform the commissioned work to the best of its ability and in accordance with the requirements of good workmanship.

3. All of Filmotechnic's quotations are without obligation, unless a term for acceptance has been set in the quotation. No rights can be derived from Filmotechnic's quotations. Filmotechnic is not bound by its quotation if the Client should reasonably understand that the quotation contains an obvious mistake or clerical error.

4. The content of the quotation and/or the agreement drawn up by Filmotechnic, including these General Terms and Conditions, comprise the entire agreement. Any alternative agreements outside or in addition to Filmotechnic's quotation are not valid between the parties. All

Filmotechnic's assignments will be accepted and executed for the Client only. Third Parties cannot derive any rights from the assignment and its execution.

3. Third Parties

1. Filmotechnic is free to engage or involve Third Parties, be it other legal entities or natural persons (such as contractors or employees of Filmotechnic (hereinafter: "Third Parties")), in the performance of its work.

2. The Client has the obligation and final responsibility to ensure that Third Parties always work in a safe working environment, which also complies at all times with the working conditions standards as set out in the health & safety directive¹, including the (local) working hours regulations. The Client is aware that for the proper and safe execution of the work, it is necessary that Third Parties and other persons involved, such as stunt persons, can take enough rest. The Client shall ensure that the persons involved are given sufficient rest and that the applicable regulations and safety regulations are complied with, and shall (continue to) take all reasonable measures in order to prevent Third Parties from running an increased risk and/or suffering damage during the performance of the work. Client undertakes to always keep First Aid supplies available during the performance of the work. The Client is also obliged to make suitable fire-fighting equipment available. The Client shall observe all reasonable requirements of Filmotechnic regarding such matters.

3. Filmotechnic expressly reserves the right, whether or not in consultation with Third Parties, to discontinue and/or suspend further execution of the work in the event that, in the opinion of Filmotechnic, the safety of Third Parties and/or other persons involved is endangered. This may occur, for example, if the persons concerned do not get enough rest. In the event that a circumstance referred to in the previous sentence occurs, Filmotechnic shall not be liable in any way whatsoever towards the Client or other parties for damage resulting from the discontinuation or suspension of the work. The Client indemnifies Filmotechnic against claims from Third Parties.

4. Filmotechnic shall not be liable to the Client and/or Third Parties for damage sustained by the Third Parties in the course of their activities or for damage caused by them in connection with the agreed work, whether or not because of the use of the equipment as defined in Article 4.1 of these General Terms and Conditions, including but not limited to damage as a result of (i) death of Third Parties, (ii) (injury) damage to Third Parties, (iii) damage caused by Third Parties to the employees of the Client and/or other persons employed at the Client's site, and (iv) damage caused by Third Parties to company property and/or other movable assets and property and/or registered property of the Client, its employees and/or other Third Parties, except if such damage is the result of wilful misconduct or recklessness on the part of Filmotechnic. The Client indemnifies Filmotechnic for all claims from Third Parties in this respect, including but not limited to claims of Third Parties under Article 7:658 CC.

5. Clients must always take out adequate insurance at their own expense to cover any damage as referred to in Article 3.3, whereby adequate insurance shall mean at least the following:

- The insurance must cover a minimum of € 10,000,000 (in words: ten million euros) per claim, unless a different amount has been agreed in writing between Filmotechnic and the Client, and
- Filmotechnic must be included as the beneficiary in the insurance policy.

¹ Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work (OJ L 183, 29.6.1989, p. 1–8).

6. The Client shall provide Filmotechnic with written proof that the conditions referred to in Article 3.5 have been met no later than 10 days prior to the intended first day of shooting. On Filmotechnic's first request, the Client will also provide Filmotechnic with a copy of the relevant insurance policy and proof of premium payment(s).

7. The Client is aware that for the proper execution of the agreement it is of great importance that all persons involved, including for example the driver(s) of cars or other stunt persons involved in the shooting, have the correct knowledge and experience. Filmotechnic can, if so desired, advise on the qualifications of persons proposed by the Client, or, if so desired, make recommendations for qualified stunt people, etc. Filmotechnic is never liable for such recommendations.

4. Equipment

1. If Filmotechnic rents out movable property to the Client, including but not limited to a Russian Arm with accessories and/or Flight Heads (hereinafter: the "Equipment"), whether or not through a Third Party, or makes the Equipment available in any other way (whether or not for payment), the risk of use, theft, loss or damage of the Equipment is always with the Client from the moment Filmotechnic makes the Equipment available to the Client.

2. The moment the Equipment, as referred to in Article 4.1, is made available is to be counted from the first moment it is transported from the location where it is located.

3. The (transport) costs, including the delivery and return of the Equipment, are at the expense and risk of the Client, unless otherwise agreed in writing. The Client must always check the Equipment for defects upon delivery.

4. The Client may only use the Equipment in and for the benefit of its own company at the agreed location/place, in accordance with the agreed purposes and period. The Equipment is and remains at all times, the property of Filmotechnic, or (as the case may be) of its suppliers. The right of use of the Equipment is non-transferable and can never lead to ownership, or any security right derived therefrom, by the Client or by any other Third Party. The Client is not allowed to sublease the Equipment to a Third Party or provide it for any other form of use.

5. The Client shall always handle the Equipment with "due care", among other things by using it carefully and keeping it in its possession (and therefore not unattended) at all times, and shall always ensure that the Equipment, when not used, is stored in a dry, moisture-free, secure and locked space.

6. The Client declares that the Equipment shall only be used for activities related to the assignment. The Equipment may only be used or operated by persons other than those appointed by Filmotechnic (including Third Parties) if Filmotechnic has given its prior written consent.

7. Unless agreed otherwise in writing, the Client must return the Equipment after the assignment in question has ended, as well as at Filmotechnic's first request, in at least the same condition as that in which it was made available to the Client. The transport costs are always borne by the Client, unless otherwise agreed in writing, see also article 4.3 above.

8. The Client shall take effective and timely action to prevent damage to the Equipment. The Client will immediately inform Filmotechnic of any damage to the Equipment. The Client is, also in the event of force majeure (including but not limited to fire, flood, epidemic, earthquake, explosion, accident, government action, illness, strike, riot, war or armed conflict), liable for all damage to the Equipment, including but not limited to damage due to its use (including its

assembly, mounting and dismounting), as well as for the loss and/or theft thereof, except only insofar as this damage is the result of intent or wilful recklessness on the part of Filmotechnic.

9. The Client indemnifies Filmotechnic against all claims for damages from Third Parties relating to the use of the Equipment, including claims due to death or injury, loss of turnover, except only insofar as this damage is the result of intent or wilful recklessness on the part of Filmotechnic.

10. The Client must at all times arrange for adequate insurance at its own expense in order to adequately insure any damage to the Equipment or the loss and/or theft thereof, whereby adequate insurance is understood to mean at least the following:

- The insurance must provide full coverage for the new value of the Equipment and spare materials used by Filmotechnic, which in any case includes the Equipment stated in Filmotechnic's quotation, with a minimum coverage of € 500,000 (in words: five hundred thousand euros), unless a different amount has been agreed upon in writing between Filmotechnic and the Client.
- The insurance must fully insure the Equipment from the moment it is made available as stipulated in Article 4.2 of these General Terms and Conditions up to and including its return to the Filmotechnic location, or another location to be designated by Filmotechnic.
- Filmotechnic must be included as a beneficiary in the insurance policy.

11. The Client shall provide Filmotechnic with written proof that the conditions referred to in Article 4.10 have been met no later than 10 days prior to the intended first day of shooting. On Filmotechnic's first request, the Client will also provide Filmotechnic with a copy of the relevant insurance policy and proof of premium payment(s).

12. The Client must check the Equipment's operation for defects before it is used for the first time. The Client must immediately report any defects or damage to the Equipment to Filmotechnic by means of a complete and detailed written statement. The Client is not entitled to carry out repair work, repairs or changes to the Equipment (or have such work carried out) without the prior written permission of Filmotechnic.

13. It is the responsibility of the camera team, under the supervision of the Director of Photography, to supply a camera without any loose accessories that may cause vibrations, including but not limited to the lenses to be mounted on it. The Client explicitly declares to be familiar with the fact that a camera with accessories that can start to vibrate and/or an improper mounting of accessories on the camera can cause a negative effect on the quality of the images to be recorded. Filmotechnic is not liable for any damage and/or poor quality caused by the delivery of loose accessories on the camera and/or incorrect attachment of lenses on the supplied camera.

14. The Client explicitly declares to be familiar with the fact that the choices made for the camera, the lenses and other external (environmental) factors such as the underground at the location, influence the quality of the images and the degree of stability. The Client therefore undertakes to check the quality and stability of the images produced with the Equipment after every scene recorded using the Equipment and after changing accessories on the camera/lenses. The Client is also responsible for the fulfilment of this obligation by crew members, whether or not employed by the Client, or by other Third Parties. Only if the images have been checked accordingly is Filmotechnic obliged to cooperate in a possible re-shoot if the images actually used for the final result do not meet the requirements of the deliverables. Filmotechnic is under no obligation to point this out to the Client. It is not Filmotechnic's responsibility to review the images, nor to assess their suitability. The Client is solely responsible for this.

15. If the images are not reviewed by the Client, or by crew members engaged by the Client, after every recorded scene, and it subsequently transpires that there is a problem with the quality of the images, the Client shall be deemed not to have protested to Filmotechnic within the reasonable period of time as referred to in Article 6:89 CC. Filmotechnic is not liable for damage caused by the Client's failure to check the images shot. Neither is Filmotechnic liable for damage that has occurred as a result of defects that have not been noticed because the Client has failed to check the operation of the Equipment as referred to in Article 4.12.

16. In the event of theft or any other crime, the Client is obliged to report this to the relevant authorities and to make a copy of the report and/or the official report available to Filmotechnic.

5. Rates and costs of the assignment

1. The prices used by Filmotechnic are in Dutch currency and are exclusive of VAT and exclusive of any other levies or charges imposed by the government, such as the disposal charge.

2. In the case of assignments that are denominated in a foreign currency, the exchange rate for the foreign currency in question only applies to the settlement in Dutch currency as of the date on which Filmotechnic has sent written confirmation of the assignment, unless otherwise agreed in writing.

3. Unless otherwise agreed in writing, Filmotechnic performs its work on an hourly basis at the agreed hourly rate, with a minimum of 10 hours. If no rate has been agreed, the last rate applied between the parties shall apply. If the parties have never used a rate before, the rate that is customary in the market will apply. Any travel time is charged at the above hourly rate. Any expenses related to the assignment in question, such as travel and accommodation costs, are not included in the hourly rate and will be charged to the Client. Filmotechnic is entitled to carry out the assignment in various stages and to invoice the part thus carried out separately. Filmotechnic has the right to ask the Client for an advance payment. Filmotechnic can use an advance payment to settle both fees and costs.

4. Filmotechnic reserves the right to increase its rates if the costs for Filmotechnic increase as a result of circumstances beyond its control, including but not limited to an increase in Third Party costs, fuel prices and energy prices. Filmotechnic will notify the Client of these increases in good time. Notwithstanding the foregoing, Filmotechnic may at any time index its rates annually. If it concerns a natural person, who is not acting in the exercise of a profession or business, then this person has the right to dissolve the agreement as far as the price increase(s) are concerned.

5. Filmotechnic is entitled to deploy employees as trainees in the execution of the assignment, without charging the Client for this.

6. Payment terms

1. Unless agreed otherwise in writing, full payment of Filmotechnic's invoices must take place within the strict period of 14 days after the invoice date. After the expiry of this period, the Client is in default by operation of law, without a prior summons or notice of default from Filmotechnic being required. If timely payment is not made, the Client shall owe Filmotechnic the statutory interest for late payment pursuant to Article 6:119a CC from the due date of the invoice up to and including the date of full payment thereof. In that case, the Client also owes Filmotechnic the full extrajudicial costs with a minimum of 15% of the invoice amount and no less than €500. In the event of legal proceedings, the Client shall be obliged to pay all legal costs, including but not limited to the costs of legal assistance, bailiff's fees and other disbursements. The parties explicitly deviate from the provisions of Article 6:96 paragraph 2 opening sentence (c) CC and Article 241 of the Dutch Code of Civil Procedure with regard to both extrajudicial costs and judicial costs.

2. Filmotechnic is authorised at any time to suspend its activities towards the Client if the Client does not fulfil its obligations arising from the assignment (in a timely manner), or if it can reasonably be expected that the Client will not fulfil these obligations (in a timely manner) and/or does not act in accordance with one or more provisions of these General Terms and Conditions, or if it can reasonably be expected that the Client will not fulfil these obligations. If, in the Client's view, Filmotechnic has failed to properly perform its work, the Client must inform Filmotechnic of this in writing, stating the reasons, within 14 days of the date on which the Client discovered or reasonably should have discovered the said defect, failing which the Client will no longer be entitled to appeal to the alleged defect, either in or out of court.

7. Change of scope of assignment, or additional work

1. The Client accepts that the planning of the assignment may be affected if the parties agree in the interim to change or expand the approach, method or scope of the assignment and/or the resulting work. In the event that the interim change affects the agreed fee and/or expense allowances, Filmotechnic will report this to the Client as soon as possible after this has become known.

2. If an interim change in the assignment or its execution leads to additional work and/or a longer rental period of Equipment as a result of (the actions of) the Client, the costs and fees involved will be fully at the expense of the Client.

8. Duration of the assignment

1. Although Filmotechnic strives to make a correct estimate of the expected duration of the assignment, Filmotechnic is not liable for (damage arising from) any (longer) duration of the execution of the assignment. The assignment is completed when the final invoice has been paid by the Client.

2. The Client waives any right to terminate the assignment prematurely and waives any right to (partial) termination of the assignment. Article 7:408 CC does not apply. If the Client wishes to cancel an agreement, the Client is still obliged to pay the entire agreed sum and all additional costs incurred, including but not limited to costs incurred for the purchase of airline tickets and reservations, unless otherwise agreed in writing.

3. Filmotechnic is entitled to terminate the assignment, in whole or in part, without any reminder or notice of default

being required, out of court and with immediate effect

if:

- a. Filmotechnic is delayed in fulfilling its obligations under the assignment or these General Terms and Conditions due to force majeure, including but not limited to fire, flood, epidemic, earthquake, explosion, accident, government action, illness, strike, riot, war or armed conflict.
- b. The Client applies for a suspension of payments or is granted a suspension of payments.
- c. The Client files for bankruptcy or is declared bankrupt.
- d. The Client's company is liquidated.
- e. The Client ceases its current business or professional activities; or
- f. If the authority in the Client changes, or if the Client acquires or collaborates with a company to which Filmotechnic has objections.

4. If, at the time of termination, Filmotechnic has already carried out work in execution of the assignment, the payment obligations of the Client are immediately due and payable. Any amounts that Filmotechnic has invoiced prior to termination in connection with what it has already carried

out or delivered in connection with the performance of the assignment shall remain payable in full and shall become immediately due and payable at the time of termination.

5. Should any assignment or agreement between Filmotechnic and the Client be terminated, Filmotechnic will not be under any obligation to undo the already delivered performance.

9. Intellectual property and credits

1. All intellectual property rights arising from an agreement between Filmotechnic and the Client belong to Filmotechnic, unless otherwise agreed. All models, techniques and tools, including software used for the execution of the assignment are and remain the (intellectual) property of Filmotechnic. The use thereof by the Client is only permitted upon written consent from Filmotechnic.

2. If the agreement relates to work on behalf of a film involving so-called "credits", the Client shall ensure that Filmotechnic is mentioned in the final credits, whereby a mention such as

- "Russian Arm by Filmotechnic Remote Systems B.V." shall be observed.
- Russian Arm operator: NAME TO BE SUPPLIED BY FILMOTECNIC
- Russian Arm precision driver: NAME TO BE SUPPLIED BY FILMOTECNIC
- Russian Arm flight head operator: NAME TO BE SUPPLIED BY FILMOTECNIC

or phrases to that effect.

10. Liability

1. Notwithstanding the provisions of this agreement, including but not limited to Article 3.4. and Article 4.8., Filmotechnic is not liable for any indirect damage, including but not limited to consequential damage, loss of film production time, loss of turnover, missed savings, damage due to business stagnation, damage to reputation, reduced goodwill, damage to the Equipment and damage to movable property of the Client and/or other Third Parties (including damage to (in)movable property and/or registered property, on which Filmotechnic Equipment is mounted), except insofar this damage is the result of intent or wilful recklessness on the part of Filmotechnic. The Client indemnifies Filmotechnic against all claims from any Third Party arising from or related to an assignment given to Filmotechnic by the Client.

2. Without prejudice to the above, if Filmotechnic should nevertheless be liable, this liability on the part of Filmotechnic is limited to the amount that is covered by Filmotechnic's insurance in the sector in question. If this does not provide any cover and/or no amount is paid, the damage is limited to the agreed fee (without costs and VAT) paid for the last completed assignment. In the event that Filmotechnic's insurance does not provide cover and/or no amount is paid out, and in the event that nothing has yet been invoiced by Filmotechnic, any liability on the part of Filmotechnic is limited to an amount of € 10,000 (in words: ten thousand euros) per event.

3. The Client is obliged to do everything reasonable to limit the damage for which Filmotechnic could be liable. Without prejudice to the provisions of these General Terms and Conditions, the Client is obliged to take out adequate ("all-risk") insurance for the activities that it performs or will perform (including insuring the Equipment made available to it and for Third Parties) and that are related to the assignment granted to Filmotechnic. Filmotechnic is not liable for damages that (i) are not covered by an insurance, whereas this would have been the case if the Client had taken out adequate insurance, and (ii) arose or increased as a result of the fact that the Client did not comply with its obligation to limit damage, including the obligations included in these General Terms and Conditions, such as those referred to in Article 4.12, etc.

4. Any defect in the performance of Filmotechnic must be made known to Filmotechnic in writing 7 days after it has become known to the party that holds Filmotechnic responsible for this, in order to enable Filmotechnic to inform its insurer and, where necessary, to investigate the facts on which the complaint is based. The potential adverse consequences or additional costs of failure to meet this deadline (such as damage caused by the inability to take protective measures and/or the collection of evidence concerning the actual events) shall be borne by the complaining party. If a complaint is not notified within the reasonable time as referred to in Article 6:89 CC, all possible liability on the part of Filmotechnic will lapse.

5. Without prejudice to the provisions of these General Terms and Conditions, in the event of any damage to the Equipment/loss of the Equipment, other than damage as a result of intent or gross negligence on the part of Filmotechnic, the Client is liable for the costs of replacement/repair of the Equipment. The Client is also liable for any damage resulting from the fact that the Equipment cannot be used during the repair work, the latter with a maximum of 13 weeks.

11. Force majeure

1. Filmotechnic is not obliged to fulfil any obligation if it is hindered to do so as a result of a circumstance for which it cannot be held accountable, whether by law, legal act or generally accepted views.

2. For the purposes of these General Terms and Conditions, force majeure on the part of Filmotechnic means, in addition to what is understood in this regard in the law and in case law, all external causes, whether foreseen or not, over which Filmotechnic has no influence, but which prevent it from fulfilling its obligations. This includes industrial action and government measures taken in the context of public health or sanctions policy. This list is not exhaustive.

3. Filmotechnic is also entitled to invoke force majeure if the circumstance preventing (further) fulfilment occurs after Filmotechnic should have fulfilled its obligation.

4. Insofar as Filmotechnic has already partially fulfilled its obligations at the time the force majeure occurred and the fulfilled part has independent value, Filmotechnic is entitled to invoice the already fulfilled part separately. The Client is required to pay this invoice as if it were a separate agreement.

5. In the event of force majeure, Filmotechnic is entitled to postpone the assignment for the duration of the hindrance or to cancel the assignment after a period of at least three (3) months insofar as it is affected by the hindrance.

12. Waiver of rights

1. The Client is not permitted to settle or suspend.

2. The Client is not permitted to place a prejudgment attachment (i) against Filmotechnic, or (ii) against itself, if this frustrates any payment obligation to Filmotechnic.

13. Applicable law and choice of court

1. These General Terms and Conditions and all obligations (both contractual and statutory) arising out of or in connection with these General Terms and Conditions shall be governed exclusively by Dutch law.

2. All disputes arising out of or in connection with these General Terms and Conditions, including disputes about their existence or validity, and all obligations (both contractual and statutory) arising out of or in connection with these General Terms and Conditions, shall in the first instance

be exclusively (i.e. to the exclusion of other forums) submitted to the competent court in Amsterdam.

14. Other provisions

1. The Client is not permitted to transfer any rights or obligations arising from the assignment to a Third Party.
2. These General Terms and Conditions may be amended unilaterally by Filmotechnic. Changes will take effect 14 days after the Client has been notified.
3. The Client is not a party to an agreement or other arrangement of whatever nature that will materially impede the proper and complete execution of the assignment by the Client.

Filmotechnic Remote Systems BV June 2020

