

CREATIVE SERVICES – STANDARD TERMS AND CONDITIONS

1. Definitions

In the context of these Terms the following words and expressions shall have the following meanings:

“**Additional Services**” means services performed by the Studio for the Client in relation to an Order in excess of Services specified in such Order; “**Agreement**” has the meaning ascribed to it at clause 2.1. “**Booking Request**” means a request for Services made by a representative of the Client. “**Business Day**” means any day (other than a Saturday or Sunday) on which clearing banks are ordinarily open for business in Atlanta, Georgia. “**Client**” has the meaning ascribed to it in the Order. “**Client Materials**” means any material including but not limited to video tape, film, artwork, magnetic media and/or other media delivered to the Studio by the Client relating to the performance of the Services and/or released by the Studio for delivery pursuant to the completion of an Order together with any other products of the Services. “**Current Rates**” means the Studio’s standard rates from time to time in relation to digital content and post production services. “**Data Protection Laws**” means all applicable laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and regulations relating to the processing of personal data and privacy, including where applicable guidance and codes of practice. “**Fee(s)**” means the sums that the Client shall pay to the Studio in consideration of the Studio’s provision of the Services pursuant to an Order. “**Final Delivery**” means following ‘QC’ the delivery of final audio and picture Client Materials by the Studio to the Client in accordance with the delivery schedule supplied by the Client (including, where applicable, its authorized representative). “**Force Majeure Event**” has the meaning ascribed to it in clause 14. “**Loss**” means any damages, loss, costs, claims or expenses of any kind. “**New Booking**” has the meaning ascribed to it at clause 4.1. “**New Client**” has the meaning ascribed to it at clause 4.1. “**Notice**” has the meaning ascribed to it at clause 20.4. “**Normal Operating Hours**” means the hours set out in the Order. “**Order**” has the meaning ascribed to it in clause 2.1 and shall include any part of it, including the Quotation and Purchase Order. “**Pencil**” has the meaning ascribed to it at clause 2.1. “**Premises**” means any land, building and/or facility owned and or controlled by the Studio or any of its affiliated companies. “**Production**” has the meaning ascribed to it in the Order. “**Production Term**” has the meaning ascribed to it in the Order. “**Purchase Order**” means the acceptance by the Client of a Quotation. “**Quotation**” means a written quotation from the Studio in response to a Booking Request. “**Staff**” means any officer, servant, agent, employee or subcontractor of a company subject always to clause 8 of these Terms. “**Studio**” has the meaning ascribed to it in the Order. “**Services**” means the services to be performed by the Studio for the Client as set out in the Order. “**Terms**” means these terms and conditions.

2. Orders and Bookings

2.1 On receipt of a Booking Request the Studio may submit to the Client a Quotation. The Studio and the Client may agree upon a provisional allocation of resources sufficient for the performance of services specified in the Booking Request (“**Pencil**”). Upon acceptance of the Quotation by the Studio, (a “**Purchase Order**”) a contract for the supply of the Services shall exist (the “**Order**”), which shall be subject to these Terms (together, the “**Agreement**”).

2.2 The Client agrees that the provision of all Services and/or all Additional Services by the Studio to the Client shall be governed by these Terms and not by any other terms and conditions contained or referred to elsewhere. If the Studio commences performance of the Services at the Client’s instance the Studio will consider that by the Client’s conduct the Client has accepted these Terms. Any different, conflicting or additional terms in any other document, including the Purchase Order, are objected to and deemed rejected unless expressly approved by an officer of the Studio in Writing.

2.3 The Studio shall be entitled upon reasonable notice to the Client to substitute for any location specified in an Order equivalent alternative space at any location operated by the Studio or a Pinewood group company, provided that such substitution is provided at no greater cost to the Client.

2.4 If prior to the commencement of the provision of the Services circumstances arise which result in delay to the provision of Services,

the Studio may postpone the commencement of the Services until such date as shall be agreed between the parties in good faith. The Services shall be deemed to commence upon such substituted date. The Studio will use reasonable endeavours to keep the Client informed of relevant information regarding such postponement.

3. Quotations and Charges

3.1 Charges pertaining to the Services and/or Additional Services shall be calculated in accordance with the prevailing Current Rates at the date of a valid Quotation.

3.2 The Studio reserves the right to increase the price of any stock (including but not limited to film stock, hard drives, HD cam/ SR tapes) or freelance staff to reflect any increase in the cost to the Studio of acquiring such stock from third party suppliers or hiring such freelance staff.

3.3 Unless otherwise stated, Quotations are exclusive of any applicable taxes and exclude consumables, craft services, transport (including any charges for parking and/or delivery of any materials).

3.4 If a Client is responsible for errors and/or omissions in an Order and/or has provided unsuitable Client Materials, quoted charges may be subject to modification

4. Cancellation

4.1 The Client shall inform the Studio in writing if it wishes to cancel an Order and the Studio shall be entitled but not obliged to accept a booking or bookings from a third party or third parties (each a “**New Client**”) for the relevant part(s) of the Services during the period specified in the cancellation (each a “**New Booking**”). If the Studio accepts a New Booking, the Client shall be credited with the lesser of the following amounts:

4.1.1 eighty percent (80%) of any Fees received by the Studio from the New Client in respect of the New Client’s use of the Services or part thereof during the Normal Operating Hours of the Studio within the period of hire agreed pursuant to clause 2 during the Production Term (or any variation thereto agreed by the parties); or

4.1.2 eighty percent (80%) of any Fees that would have been due from the Client in respect of its use of the Services or part thereof during the Normal Operating Hours of the Studio within the period of hire agreed pursuant to clause 2 during the Production Term (or any variation thereto agreed by the parties); however (apart from the Studio’s obligation to credit the Client as aforesaid) nothing herein contained shall affect the Client’s obligation to make the payments specified in the Agreement and any other proper charges or payments becoming due in relation to an Order, whether or not the Client makes use of the Services during such periods.

5. Client Materials

5.1 The Client shall insure all Client Materials against all risks while the same are in possession and under the control of the Studio.

5.2 Where the Studio uses Client Materials for the provision of Services the Client warrants that the work (i) will not infringe any copyright, trademark, or proprietary interest of any third party; (ii) does not contain any matter defamatory of any party; (iii) is not offensive or obscene; and (ii) is not illegal or tortious.

5.3 Unless special provisions have been made in writing between the Studio and the Client, the Studio reserves the right to erase recorded material from any Client Materials not collected from any Premises three (3) months after completion of the Services subject to the Studio giving one month’s written notice to the Client.

6. Collection, Delivery and Risks

6.1 Any delivery and/or collection dates given by the Studio to the Client are approximate and time shall not be of the essence of any contract and the Studio shall not be responsible or liable to the Client or any third party in the event of any delay.

6.2 In addition to the Fees, the Client shall be charged for any services provided by the Studio to accommodate any delay in the performance of the Services caused either in whole or in part by the Client for whatever reason.

6.3 If the Services are performed at the Client’s premises, all reasonable transport (including but not limited to courier and taxi) expenses

incurred by the Studio in the provision of Services shall be reimbursed by the Client on request or invoiced directly to the Client.

- 6.4 If for any reason the Client does not accept delivery or collect the Client Materials at the time they are due for collection or delivery, the Studio may, but shall not be obliged, to store and/or insure the Client Materials pending such collection or delivery and the Client shall be liable to the Studio for the cost thereof. The risk of any Loss or damage howsoever arising shall continue to be borne by the Client.
- 6.5 All transport and/or delivery relating to Client Materials shall be entirely at the Client's own risk and the Client shall be entirely responsible for the arrangement of such transport and/or delivery and the costs thereof (including any special packaging required by the Client).
- 6.6 Following Final Delivery, the Studio shall not be obliged to make further changes to the delivered materials and shall under no circumstances be responsible or liable for any third-party costs for correcting any elements created using the Final Delivery materials.

7. Studio and other regulations

- 7.1 The Client shall, and shall ensure that all its Staff shall, at all times observe and fully comply with such studio and/or health and safety regulations as the Studio shall from time to time prescribe.
- 7.2 The Studio shall be entitled to refuse entry to, or remove from the Premises any person not bona fide employed by or acting on behalf of the Client or acting in accordance with the Client's instructions in connection with the Client's use of the Services or any other person who fails to comply with the Studio's regulations or any provision of the Agreement or whom the Studio reasonably considers (in its absolute discretion) to be a nuisance or danger to others at the Premises.
- 7.3 If the Client requires the presence of guests at the Premises, the Client shall ensure that all appropriate regulations and precautions in respect of the safety of such guests are observed.
- 7.4 Minors are brought onto the Premises entirely the Client's risk. The Client shall ensure that any such minors are adequately supervised at all times.
- 7.5 The Studio shall be entitled, without prejudice to any other rights it may have, to prevent or otherwise preclude the Client or its Staff from carrying out any activity which, in the opinion of the Studio and/or any inspector, poses an unacceptable risk of damage to property, injury or loss of life.

8. Freelance Staff

In the event that the Client requests that any Services are provided by a specific, named individual who is not an employee of the Studio, the Studio may decide at its absolute discretion to supply the services of such individual as part of the Services but shall not be in any way obliged to do so and the Client shall assume and retain liability for the activities of such individual for the duration of the period of the Services as if they were Staff of the Client.

9. Payment

- 9.1 Unless otherwise agreed between the parties, all fees and other charges due from the Client to the Studio under the Agreement shall be invoiced on behalf of the Studio by Pinewood-Shepperton Studios Limited (trading as Pinewood Studios Group) and paid by the Client within 28 days of issue. The Client shall pay all such fees and charges to The Pinewood Studios Group accordingly.
- 9.2 The Studio is entitled to charge interest on all overdue invoices at the lesser of (a) a rate of 4% (four percent) above the base rate from time to time of the Prime Rate as published by the Wall Street Journal (or its successor) or (b) the maximum allowable legal rate from such date until the actual date of payment. The Client shall reimburse the Studio for any costs, including but not limited to legal costs, incurred in the recovery of overdue payments.

10. Rights

The Studio acknowledges and agrees that all rights, title and interest of every kind and nature in and to the Client Materials is the Client's sole and exclusive property, and the Client has the sole right to use (or not to use) all or any part of it in its sole discretion. For the avoidance of doubt, the Client shall own all of the intellectual property rights in and the Production in all media whether now known or hereafter devised, throughout the universe including, but not limited to, all Client Materials and technical and master material and copies in any format including, but not limited, to negatives, rushes, out-takes, relating to the Production.

11. Liability

- 11.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CLAUSE 11 ALL WARRANTIES OR OTHER SIMILAR TERMS

IMPLIED BY STATUTE, COMMON LAW OR CUSTOM ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

- 11.2 SUBJECT TO CLAUSE 11.4 THE STUDIO'S AGGREGATE LIABILITY (WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) TO THE CLIENT FOR LOSS ARISING OUT OF OR CAUSED OR CONTRIBUTED TO BY THE STUDIO IN CONNECTION WITH ANY ORDER SHALL NOT IN ANY CIRCUMSTANCES EXCEED IN AGGREGATE AN AMOUNT EQUAL TO SUMS PAID BY THE CLIENT TO THE STUDIO IN RESPECT OF THE FEES PURSUANT TO SUCH ORDER.
- 11.3 NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, BUT SUBJECT ALWAYS TO CLAUSE 11.4, THE STUDIO SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO THE CLIENT (WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR:
- 11.3.1 LOSS OF PROFIT, LOSS OF OR DAMAGE TO DATA, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS OR INTEREST, LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL, LOSS OF BUSINESS AND/OR CONTRACT OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, IN EACH CASE WHATSOEVER AND HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, BY BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OR NEGLIGENCE; AND/OR
- 11.3.2 ANY LOSS TO THE EXTENT THAT IT RESULTS FROM ANY ACT OR OMISSION OF THE CLIENT (OR ANY OF ITS STAFF) OR ANY FAILURE OR DELAY BY THE CLIENT (OR ANY OF ITS STAFF) TO PERFORM ANY OF ITS OBLIGATIONS UNDER THE AGREEMENT.
- 11.4 NOTHING IN THE AGREEMENT SHALL EXCLUDE OR RESTRICT THE STUDIO'S LIABILITY FOR FRAUD, DEATH, PERSONAL INJURY RESULTING FROM ITS OWN NEGLIGENCE (OR THE NEGLIGENCE OF ITS STAFF) OR ANY OTHER LIABILITY WHICH MAY NOT BY LAW BE EXCLUDED OR RESTRICTED.
- 11.5 THE STUDIO SHALL NOT BE LIABLE TO THE CLIENT FOR ANY LOSS OR DAMAGE TO ANY IMAGE, SOUND, PICTURE, MUSIC, WORK OR ANY OTHER INTANGIBLE PROPERTY RECORDED ON OR INCORPORATED INTO OR IN ANY OTHER WAY RELATING TO THE CLIENT MATERIALS. THE STUDIO'S LIABILITY FOR LOSS OR DAMAGE TO THE CLIENT MATERIALS SHALL BE LIMITED TO THE REPLACEMENT COSTS OF THE TANGIBLE PROPERTY.
- 11.6 THE CLIENT AGREES TO INDEMNIFY THE STUDIO AGAINST (I) THIRD PARTY CLAIMS FOR INFRINGEMENT OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS; AND (II) ANY THIRD-PARTY CLAIMS BROUGHT AGAINST THE STUDIO ARISING DUE TO THE NEGLIGENCE, DEFAULT, BREACH OF STATUTORY DUTY OR BREACH OF THE AGREEMENT BY THE CLIENT.
- 11.7 THE CLIENT AGREES TO TAKE ALL REASONABLE PRECAUTIONS TO PROTECT GOODS AND/OR EQUIPMENT ON LOAN OR HIRE FROM THE STUDIO AGAINST LOSS OR DAMAGE AND ALL SUCH GOODS AND/OR EQUIPMENT REMAIN THE SOLE PROPERTY OF THE STUDIO AT ALL TIMES AND THE CLIENT MUST NOT SELL, LOAN, ASSIGN, PLEDGE, ENCUMBER, PART WITH OR SUFFER ANY LIEN TO BE CREATED OVER ANY SUCH GOODS.

12. Insurance

- 12.1 As a condition of the Agreement the Client shall:
- 12.1.1 at the Client's expense, insure and keep insured throughout the provision of Services by the Studio against all risks to the equipment and/or materials on loan or hire to the Client with an indemnity limit of at least five million pounds dollars (\$5,000,000) in respect of any one claim, occurrence or incident;
- 12.1.2 at the Client's expense, insure and keep insured throughout the period of loan or hire, against all public liability risks in relation to the use of the Premises and/or facilities with an indemnity limit of at least ten million dollars (\$10,000,000) in respect of any one claim, occurrence or incident;
- 12.1.3 throughout the provision of Services and any extension thereto as may be agreed between the parties, not cause or permit to be caused any breach of any insurance policy required under the Agreement; and
- 12.1.4 on request, supply to the Studio prior to the commencement of the loan or hire period or provision of Services such evidence as the Studio may require to show that such insurance is in full force and effect and that all necessary premiums have been paid.
- 12.2 If the Client fails to take out and maintain insurance in accordance with clause 12.1 or to produce sufficient evidence that such insurance is in full force and effect the Studio shall be entitled at the Client's expense

to take out and maintain such insurance and shall be reimbursed on demand by the Client (including for the costs incurred by the Studio in effecting such insurance).

- 12.3 For the avoidance of doubt the insurance policies referred to in clauses 12.1.1 and 12.1.2 shall be primary insurance and in the event of an insurance claim the Studio's insurance shall not contribute to such claim. The Client agrees and undertakes at its own cost to take all steps and do all things including taking legal action as are necessary to obtain full indemnification under the Client's insurance policies. All monies received under the Client's insurance policies shall be paid direct to the Studio.
- 12.4 In respect of equipment and/or goods on hire or loan off-the-lot the Client undertakes to insure all hired or loaned equipment supplied by the Studio for the provision of the Services for all risks at its full replacement value (being the cost of replacing the equipment at the time of the loss and being replacement equipment of the same type and/or equivalent specification as that supplied to the Client).

13. Waiver of injunctive relief

In the event of any claim by the Studio against the Client, whether or not material, the Studio shall be limited to remedy at law for damages, if any, and the Studio shall not be entitled to enjoin, restrain or interfere with the production, advertising, publicity, exhibition, distribution or exploitation of the Client's photography and/or sound recordings.

14. Force Majeure

- 14.1 The Studio shall not be liable to the Client for any delay in performing or for any failure to perform its obligations under the Agreement if and to the extent that such delay and/or failure results from any event or circumstance beyond the Studio's reasonable control (a "**Force Majeure Event**").
- 14.2 If the Studio shall be affected by a Force Majeure Event such that it cannot perform the Services or any part thereof it shall notify the Client as soon as reasonably practicable of the nature and extent of its inability to perform and if the Force Majeure Event in question prevails for a continuous period in excess of 14 (fourteen) days either party shall be entitled to give notice to the other to terminate the Order but without prejudice to the rights and remedies of either party in respect of any antecedent breach.

15. Termination

- 15.1 The Studio may terminate any Order on giving written notice to the Client in the event of:
- 15.1.1 the Client defaulting in payment of the Fees or any other sums due to the Studio;
- 15.1.2 the Client ceasing to carry on business, being unable to pay its debts, being subject to an administration order, receivership, winding up, bankruptcy or moratorium provisions; and/or
- 15.1.3 the Client being in breach of clause 16 or 17;
- 15.1.4 any breach by the Client or any of its Staff of any provision of these terms which if capable of being remedied is not remedied within five (5) Business Days of notice from the Studio to the Client identifying such breach and requiring it to be remedied. If at the time of the breach there remains less than 14 (fourteen) days before completion of all Orders the period available to remedy such breach shall be two (2) Business Days.
- 15.2 On termination of an Order for any reason the Client shall ensure that all Client Materials are immediately removed from the Premises failing which the Studio shall have the right to remove and/or store such items at the Client's risk and expense or retain, destroy, sell or otherwise dispose of the same.

16. Anti-Slavery and Human Trafficking

It is the policy of each of the parties to comply with the anti-slavery and human trafficking laws of the United Kingdom (including without limitation, the Modern Slavery Act 2015, as amended from time to time) and any other applicable anti-slavery laws and legislation anywhere in the world which, inter alia, prohibit slavery, servitude and forced or compulsory labour and human trafficking (including an offence committed by aiding, abetting, counselling or procuring the same).

17. Bribery and Corruption

The Client shall comply fully with the anti-corruption laws of the United Kingdom (including without limitation, the Bribery Act 2010, as amended from time to time ("**Bribery Act**")), the United States (including, without limitation, the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, as amended from time to time,

("FCPA")), and any other applicable anti-corruption laws and legislation anywhere in the world.

18. Data Protection

Each party hereby warrants and agrees it shall comply with all Data Protection Laws including without limitation: a) obtain and maintain all relevant authorisations and registrations (and similar) as required by Data Protection Laws; b) ensure that its Staff who are authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; c) implement appropriate technical and organisational measures to ensure an appropriate level of security for personal data; d) notify the other party without undue delay after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any personal data; e) assist the other party, at the cost of the other party, in responding to requests from data subjects and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and f) at the discretion of the other party, delete or return all personal data belonging to the other party, and delete any copies of such personal data unless retention is specifically required by any applicable laws. For the purposes of this Agreement the Client is the Controller of the Client's Personal Data and the Studio is the Controller of Pinewood's Personal Data respectively. Neither party shall sub-contract its Processing of the other party's Personal Data to a third party without the other party's prior specific or general written authorisation (not to be unreasonably withheld, conditioned or delayed). Any material breach of the Data Protection Laws by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect. Copies of Pinewood's Data Protection and Privacy policies are available at www.pinewoodgroup.com.

19. Confidentiality

- 19.1 The Client shall treat all information concerning the business of the Studio acquired by it during the course of doing business with the Studio as confidential except to the extent that the information (i) is now or shall hereafter have entered into the public domain otherwise than as a consequence of an unauthorised disclosure by the Client or any third party; (ii) is rightfully and without restriction on disclosure or use known to the Client prior to the date of disclosure by the Studio to the Client or required by the law to be disclosed; or (iii) is required to be disclosed by law and in such event the Client shall inform the Studio prior to such disclosure so far as possible within the law.
- 19.2 The Studio shall use its reasonable endeavours to keep the Client Materials confidential but shall not otherwise owe the Client any duty of confidentiality in relation to the same.

20. General

- 20.1 None of the rights or obligations of the Client under the Agreement may be assigned or transferred in whole or in part without the prior written consent of the Studio.
- 20.2 The Studio shall be entitled to sub-contract or otherwise delegate any of its obligations under the Agreement.
- 20.3 The Studio shall be entitled to transfer its rights and its obligations under the Agreement via novation to any one or more parties within the Pinewood group of companies and the Client hereby consents to any such novation as may be notified to it by the Studio.
- 20.4 Any notice, consent, request, demand, approval or other communication to be given under or in connection with the Agreement (each a "**Notice**") must be in English, in writing and signed by or on behalf of the party giving it. Any Notice shall be sent to the party in question at their registered office or where the party has no registered office to its principal place of business. Subject to the envelope being properly addressed and pre-paid, any Notice sent by pre-paid first-class post shall be sufficiently served and deemed to have arrived on the second Business Day following the date of posting and any Notices sent by pre-paid international airmail shall be deemed to have arrived on the fifth Business Day following the day of posting.
- 20.5 The invalidity or unenforceability for any reason of any part of these Terms shall not prejudice or affect the validity or enforceability of the remainder of the Terms.
- 20.6 No failure or delay by any party in exercising any remedy, right, power or privilege under or in relation to the Agreement shall operate as a waiver of the same and no single or partial exercise of any remedy, right, power or privilege by any party under or in relation to the

Agreement shall preclude any other or further exercise thereof or the exercise of any other such remedy, right, power or privilege.

- 20.7 These Terms are governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of law provisions. The exclusive forum for any action to enforce this Agreement, as well as any action relating to or arising out of this Agreement, shall be maintained only in: (a) the United States District Court for the Northern District of Georgia, Newnan Division; or (b) the Superior Court of Fayette County, Georgia. With respect to any such court action, each party hereby (a) irrevocably submits to the personal jurisdiction of such courts; (b) consents to service of process; (c) consents to venue; and (d) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, service of process, or venue. Both parties hereto further agree that the District Court for the Northern District of Georgia, Newnan Division, and the Superior Court of Fayette County, Georgia are convenient forums for any dispute that may arise herefrom and that neither party shall raise as a defense that such courts are not convenient forums.
- 20.8 Unless a right of enforcement is expressly provided herein, it is not intended that a third party should have the right to enforce a provision of the Agreement. The parties may by agreement rescind or vary the Agreement without the consent of a third party to whom the right of enforcement of any of the provisions of the Agreement has been expressly provided.
- 20.9 Nothing in the Agreement shall constitute or be deemed to constitute a partnership or joint venture or the relationship of employer and employee between the parties nor appoint either party as the agent of the other party for any purpose.