

## DAGSLJUS STUDIOS LEASE CONDITIONS

### DAGSLJUS FILMEQUIPMENT AB

The following general terms and conditions apply when renting film studios from the Lessor as per below.

#### 1. THE AGREEMENT

These terms and conditions apply unless otherwise agreed in writing. Premises with associated equipment are let by Dagsljus Filmequipment AB, also referred to as "Lessor" here, at the Customer's own risk. The Agreement concerns lease for film production and/or still image production primarily of studios, including surrounding premises.

If the Customer intends to use the premises for purposes other than the above-mentioned ones, written permission from the Lessor is required.

Notwithstanding the above, the Customer may not conduct activities in the rented premises go against Swedish law.

The Customer may not transfer the premises to another party without the Lessor's written approval.

#### 2. PRELIMINARY BOOKINGS, FINAL BOOKINGS AND CANCELLATIONS

##### Preliminary booking

A preliminary booking automatically becomes final 7 days before the start of the lease provided that there has been no cancellation before that date.

A preliminary booking that arrives less than 7 days before the start of the lease automatically becomes final 3 days before the start of the lease provided that there has been no cancellation before that date.

A customer, who has a preliminary booking, can be challenged at any time by another customer who is interested in making a final booking for a studio during the same period. The customer with the preliminary booking will then have 24 hours to make their booking final. If this does not happen, the rent will go to the customer who has stated that they are ready to make a final booking.

##### Final booking

A final booking can be made in four different ways:

1. Directly, without making a preliminary booking first;
2. By confirming a preliminary booking;
3. By allowing a preliminary booking to automatically become final by not cancelling the preliminary booking at least 7 days before the start of the lease;
4. By challenging a customer who has made a preliminary booking

##### Cancellation

A preliminary booking can be cancelled free of charge.

A final booking can be cancelled up to 3 days before the start of the lease at a cost of 50% of the standard rental price plus any discounts provided by the Lessor for equipment rent, combo rent and/or long-term rent, unless otherwise agreed and provided that the booking has not been made by challenging another customer's booking.

A final booking that is cancelled less than 3 days before the start of the lease is charged at 100% of the standard rental price plus any discounts provided by the Lessor for equipment rent, combo rent and/or long-term rent. The same applies to final bookings made by challenging another customer's booking.

Bookings, both preliminary and final, can be made orally as well as in writing.

However, these do not apply until the Lessor has confirmed the booking in writing by email. A final booking must always be supplemented by the Lessor's web-based confirmation form filled in by the Customer.

By making a booking final or by allowing a preliminary booking to become final, the Customer is also considered to have accepted the lease terms.

In connection with both preliminary and final booking, the Customer is obliged to provide the Lessor with all necessary information such as:

Date and scheduled start time as well as end time;

Company/payment manager;

Contact person, telephone number, email;

Project name/labelling;

Any invoicing procedures, such as PO numbers, e-invoice scanning etc.

Before the start of the lease, the Customer shall provide the Lessor with the following information:

Contact person on site during recording, telephone number, email address;

Any changes in scheduled start and end time.

### **3. PROVISION OF PREMISES**

The Lessor guarantees that the premises and associated facilities are in working order at the time of the lease. Similarly, the Customer shall check the functionality and condition of the premises.

### **4. HANDOVER OF PREMISES**

The Customer shall hand over the rented premises in the same condition as when they were received. Any damages shall be reported immediately to the Lessor.

Any keys/cards that the Customer has signed for shall be handed over immediately upon termination of the lease.

### **5. LEASE PERIODS, DELAY AND EMERGENCY RESPONSE**

The rent is charged during the lease period at SEK per lease day. The lease day starts at 8 a.m. and ends at midnight unless otherwise agreed. Full rent shall be paid for each lease day during the lease period even if the Customer takes over the premises later than agreed and even if the premises are handed over before the agreed last lease day. If delivery does not take place by the agreed time on the last lease date, the Lessor shall have the right to charge a delay fee for the excess time. The Lessor shall also have the right to refuse extension in cases where this is not possible due to other customer bookings.

The premises are manned by the Lessor's staff on weekdays between 8 a.m. and 5 p.m., closing for lunch between noon and 1 p.m.

Outside these hours, the Lessor provides an Support 24/7 service reached on phone number: +46 70-320 60 01

The cost of emergency response during on-call hours is SEK 1,250 per commenced hour.

### **6. DELIVERIES, RETURNS AND WASTE**

Deliveries to and from the production shall normally take place in the period during which the Customer rents the studio. Deliveries or collections at other times can only be made following an agreement with the Lessor. At the end of the lease period, all the customer's belongings shall be removed from the premises. Equipment rented from the Lessor is left at the agreed location in the studio premises or Fållan. The Customer is responsible for arranging for the removal of all their waste such as packaging, construction waste etc. with the exception of "household waste" that is left in the intended containers in the studio. Should existing receptacles not be sufficient, the Customer shall notify the Lessor of this. The Customer will be charged for any additional waste disposal that is left to the Lessor.

### **7. CUSTOMER'S LIABILITY IN THE EVENT OF LOSS OF PROPERTY AND/OR DAMAGE TO PREMISES/PROPERTY**

The Customer is responsible for the risk of loss or damage to premises, furnishings and fixed equipment from the start of the lease period until the Lessor has approved the return delivery.

The Customer is obliged to immediately report any lost equipment or damage to the Lessor.

If the Customer has caused damage, this may also entail financial liability for the damage and inconvenience to future customers. The Customer is also obliged to compensate the Lessor for any damage to premises, including associated equipment, and the inconveniences on account of the damage. The Customer is subject to the same liability towards the Lessor's other existing tenants.

In the event of an emergency, the Customer shall report the incident to the police and provide a copy of the police report to the Lessor. Damaged or missing property will be charged until repaired or returned, unless otherwise agreed. Damages or lost equipment shall be reimbursed according to the replacement value principle, whereby the

Customer pays the difference between the insurance company's compensation and the replacement value. If the Lessor's insurance company considers that damage has been caused by carelessness, ignorance or intent, the Customer shall be liable for the repair of damaged premises/property. If the Lessor deems the damage so extensive that repair is not profitable, the Customer shall bear all costs associated with the new acquisition of the property in question.

Repairs due to normal wear and tear shall be paid for by the Lessor. Repairs of damages that cannot be attributed to normal wear and tear shall be charged to the Lessee.

#### **8. INSURANCE POLICIES**

It is the Customer's responsibility to ensure that their own or their hired equipment, subcontractors and staff are insured against, for example, fire, burglary, theft, water damage and other damages that can be caused directly or indirectly by the Customer's lease.

The Lessor shall take out a basic insurance for the Premises and furnishings. The deductible amounts to half a base amount.

#### **9. CONDUCT AND SAFETY PROVISIONS**

The Customer shall use personnel with such knowledge of the handling of studio premises and studio-related equipment that they are not damaged due to improper handling.

The responsibility for coordinating the work environment and safety in production work shall lie with the Customer in accordance with Chapter 3, Section 7 of the Work Environment Act.

It is the responsibility of the Customer to ensure that their own and their hired personnel are aware of and follow all applicable national and local safety and security regulations.

The Customer may not make any changes to the premises or the equipment without the Lessor's consent.

In cases where the Customer's personnel, both own and hired, use either the Lessor's scissor lift, their own mobile work platform or a mobile work platform rented from another party, it is the Customer's responsibility to ensure that the operator has a valid training certificate. It is also the responsibility of the Customer to issue a written driving permit to the driver for the intended mobile work platform.

Any use of flammable, explosive, corrosive, volatile, toxic or otherwise harmful substances in the premises shall be reported to the Lessor in advance. Such substances may not be left unattended in the premises. If they are to be left unattended, they shall be kept in a place designated by the Lessor.

Open flames may not be used in the premises without the Lessor's consent.

The premises are equipped with alarms. If an alarm is triggered due to improper handling, the Customer shall be charged for any emergency response costs.

It is the responsibility of the Customer, in cases where they leave the premises later than the Lessor's staff, to arrange for locking and to activate the burglar alarm of the premises.

#### **10. DANGEROUS ACTIVITIES**

If the Customer intends to conduct activities in the premises or in the vicinity of the premises, which are dangerous for people, the environment or facilities, this must be reported in advance to the Lessor.

Should the Lessor find that this activity cannot take place in a safe manner, the Lessor has the right to stop the activity. However, this right to stop the activity does not exempt the Customer from their liability in the event of damage.

#### **11. APPROVAL IN CERTAIN CASES**

In cases where the Customer carries out work or has work carried out that involves operations with fire, compressed air, explosives, gas, welding, solvents etc., written approval shall be obtained from the Lessor prior to work commencement.

**12. PAYMENT**

Unless otherwise agreed, the Customer shall make a cash payment upon taking possession of the premises. If the Lessor has accepted the Customer as credit customer, payment shall be made according to the invoice payment date. If payment is not made on time, a reminder fee and statutory deduction shall be charged. If payment is not made on time, the Lessor shall have the right to take back the leased premises.

**13. INSOLVENCY**

If the Customer has been declared bankrupt, or has suspended payments, or it must be assumed that payment cannot be correctly made, the Lessor may terminate the booking.

**14. LESSOR'S LIABILITY**

Lessor's liability for damages caused by the Lessor to the Customer as follows:

- (a) The Lessor's liability only covers compensation for direct costs in the event of fault or negligence. However, indirect damage is not covered.
- (b) Costs for filming interruption/re-filming are reimbursed by the Lessor only with corresponding studio time at a time agreed by the parties.
- (c) The Lessor is not responsible for the Customer's property or any property the Customer's keeps in the premises.
- (d) The Lessor shall not reimburse unsuccessful recording due to faults and/or circumstances beyond the Lessor's control.
- (e) The Lessor's compensation policy for damages is governed by the compensation policy of customary liability insurance.

**15. LESSOR'S RIGHT TO EVICT CUSTOMER/CANCEL CUSTOMER BOOKING**

The Lessor has the right to evict a customer/cancel a Customer's booking without damage claims from the Customer if the Customer's activities are manifestly in conflict with the Lessor's ethical and moral values. The Lessor reserves this right even in cases where the Customer's business is not illegal under Swedish law, but would be contrary to the Lessor's ethical and moral values.

**16. DISPUTE**

Disputes arising from this agreement shall be settled under Swedish law and in Swedish courts with the Stockholm District Court as first instance.