



NEP SWEDEN AB GENERAL TERMS AND CONDITIONS OF DELIVERY

1 APPLICABILITY

These General Terms and Conditions (the “**T&C**”) of NEP Sweden AB (the “**Service Provider**”) apply when the Service Provider provides production technology services (the “**Services**”) to or rents/sells production equipment to a third-party production company or other operator (the “**Customer**”).

The Service Provider and the Customer shall also conclude a separate written order agreement in relation to the providing of production technology services or renting the Service Provider’s equipment (the “**Order Agreement**”) in which the Services or the rent of the equipment and/or the deviations of these T&C as well as the prices and price terms are defined in detail. For the avoidance of doubt, if these T&C and the Order Agreement deviate from each other, the terms of the Order Agreement shall prevail over the terms of these T&C. The Order Agreement and these T&C together form a service agreement between the Service Provider and the Customer (the “**Service Agreement**”).

The Customer accepts the application of these T&C into the Service Agreement by accepting the Service Provider’s offer, or by signing the Order agreement or at the latest by using the Services/equipment of the Service Provider. Unless otherwise explicitly agreed between the parties, the applicability of the Customer’s general terms and conditions/payment terms or other eventual standard terms of the Customer into the Service Agreement is explicitly excluded. These T&C are also applied as commercial practice between the parties in relation to all other future orders which the Customer orders from the Service Provider, unless otherwise expressly agreed between the parties in writing. These T&C are also stipulated for the benefit of those (legal) persons and third parties engaged by the Service Provider in the delivery of the Services.

The Service Provider is entitled to modify and make additions to these T&C and such new T&C replace the earlier T&C applied by the parties. The new T&C are applied from the day on which the Service Provider has delivered them to the Customer. The Service Provider has fulfilled its duty to notify when it has endeavored to deliver the information regarding the changes or the updated T&C to the Customer as a customer information or otherwise in writing by using the Customer’s contact information at its disposal. If the change has material effect on the Customer’s rights, the Customer may terminate the Service Agreement within thirty (30) days from the notice regarding the changes.

2 CONCLUSION OF AN AGREEMENT

The Service Agreement regarding the Services or the rent of the equipment has been concluded once the Service Provider and the Customer have made a written Order Agreement. The Order Agreement comprises either an order agreement signed by both parties or an order and a reliably confirmed written order confirmation (for example an email or a production control system). In case there does not exist any written agreement or confirmation, the agreement period commences once the Service Provider starts to provide the Services or provides equipment for rent to the Customer and ends when the Service Provider is of the opinion that both parties have concluded all their obligations in relation to the Services or the rented equipment.

All offers made by the Service Provider are valid for a period of thirty (30) days from the date of issue, unless agreed otherwise between the parties in writing. All offers are drawn up to the best of the Service Provider’s knowledge and ability on the basis of

information provided by the Customer. The Customer guarantees the correctness and completeness of such information. The Service Provider may at its sole discretion withdraw or adjust any orders at any time, if necessary, without any compensation until the moment when an offer has been accepted. The offers are subject to the availability of the equipment and personnel at the time when the offer is being accepted.

3 CONTACT PERSONS AND NOTIFICATIONS

Both parties shall name a contact person in the Order Agreement who is to follow and oversee the fulfillment of the Services in accordance with the Service Agreement and keep its own organization and the other party informed about matters related to the Services. The notifications in accordance with the Service Agreement are valid when done in writing to the contact person of the other party to the address specified in the Order Agreement. The parties are obliged to immediately notify the other party about changes in their own contact information and/or contact person.

4 EMPLOYEES OR OTHER SERVICE PERFORMERS OF THE SERVICE PROVIDER

The personnel and other service performers engaged by the Service Provider are in the Service Provider’s service and nothing in the Service Agreement is intended to, or shall be deemed to, establish any employment agreement or any other agreement with the Customer.

Unless otherwise explicitly agreed by the parties in writing, the Service Provider may decide the service performers suitable for the Services and in case they are hindered, replace them with other similar performers.

The Service Provider complies with the legislation and other regulations binding it from time to time and the Customer is therefore not entitled to require that the service performers work at such times which breach the law or other regulations which relate to working times or any other terms binding the Service Provider.

5 SUBCONTRACTORS

The Service Provider shall be entitled at its sole discretion to sub-contract the performance of any part of its obligations under the Service Agreement and to change such subcontractors. The Service Provider shall be responsible for the acts and omissions of its subcontractors. The Customer shall be liable for the correctness and completeness of the instructions given by it to the Service Provider’s subcontractors.

In case the Customer requires the Service Provider to use a specific sub-contractor, the Customer shall in such case be liable for the acts and omissions of such subcontractor.

6 FEES AND RATES

The fees and rates payable by the Customer are set out in the Order Agreement. The Customer acknowledges that where the price is an estimate, the final price may be higher. Any discounts in the Order Agreement are conditional upon customer’s payment according to the payment terms. If the Customer does not pay according to the payment terms, the Service Provider will immediately withdraw the discount. Any possible changes in the Services/equipment will be charged separately.

Unless otherwise explicitly agreed by the parties in the Order Agreement, travel costs (including but not limited to daily allowance), travel time, accommodation, transportation, and freight will be charged separately.

All fees and rates described in the Order Agreement or the offer are exclusive of turnover tax (VAT) and other similar levies and VAT will therefore be added to the prices and rates in accordance with the tax rate applicable from time to time to the extent the sales are subject to VAT.

The Customer will pay the agreed fees and rates against the Service Provider's invoice. A payment term of 21 days counting from the invoice date will apply.

The Service Provider may adjust the fees and rates of the Services annually in accordance with an applicable index. Moreover, the Service Provider is entitled to adjust the fees and rates in case one of the cost-determining factors of an equipment or Services changes in the period between the date on which the Order Agreement was concluded and the date of delivery (in any event including: increase in material, purchase and transport prices, levies, taxes and/or currency changes), without this being attributable to the Service Provider or foreseeable to the Service Provider at the time the Order Agreement was concluded.

If the payment term is exceeded, the Customer shall pay penalty interest on the outstanding amount in accordance with the interest rate applied by the Service Provider from time to time, however at least ten (10) percent annual interest. The interest will be paid also in case the payment time has been extended.

If any payment term is exceeded or as a result of any other material breach of contract, the Service Provider is entitled to cease the fulfillment of its obligations under the Service Agreement, in which case the Service Provider shall immediately notify the Customer thereof. In such case the Service Provider is, however, entitled to full compensation from the Customer. After sending a payment reminder to the Customer, the Service Provider is entitled to proceed to debt collection, in which case the Customer shall pay the related costs.

The Customer waives any right to set off any claim.

7 THE DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Provider will endeavor to the best of its ability to provide the Services carefully, on time, to the extent and otherwise in accordance with the Service Agreement.

For the avoidance of doubt, the Service Provider is not obliged to provide any other Services or equipment than the ones specified in the Order Agreement. Any changes to the Services or equipment shall be accepted by the Service Provider in writing and the Service Provider will charge for such changes in accordance with the fees and rates described in the Service Agreement or other rates used by it from time to time.

The Service Provider delivers the agreed Services at its sole discretion and unless otherwise explicitly agreed between the parties, the Customer may not influence the way in which the Service Provider carries out the Services (such as staffing, equipment selection or subcontractor involvement). The Service Provider is not responsible for the quality of the Services to the extent the problems in the quality are outside the Service Provider's control (such as changes to the outcome of the Services done by the Customer and such disturbances in the Service

Provider's equipment which the Service Provider cannot control).

For the avoidance of doubt, the definition of Services also covers the outcome of such Services, including but not limited to any possible material and data as a result of the Services.

8 THE DUTIES AND RESPONSIBILITIES OF THE CUSTOMER

The Customer shall fulfill its duties and obligations in accordance with the Service Agreement in careful and diligent manner and without undue delay. The Customer will always make available to the Service Provider in a timely manner all data, information, materials, and instructions necessary for the proper execution of the Service Agreement and will always provide the best possible cooperation. The Customer guarantees that it is entitled to dispose of the data, information, instructions, materials, facilities, and other supplies made available to the Service Provider and indemnifies the Service Provider against all claims in this respect. The Customer is responsible for the correctness and completeness of the information and data which it has disposed to the Service Provider, and which are significant for the execution and the qualities of the Services. The Customer will immediately inform the Service Provider about any changes in such circumstances which have impact on the execution of the Services.

The Customer shall provide, for the Service Provider, its agents, subcontractors, consultants and employees, access to the Customer's premises and other premises allocated by it, to data, devices, software and other facilities in a timely manner and at no charge and as required by the Service Provider and shall be responsible for their fitness thereof. When working in the premises of the Customer, the personnel of the Service Provider shall comply with such written safety regulations provided by the Customer to the Service Provider, which the Service Provider has accepted.

The Customer assumes liability for the scenery made by it or a third party, and that camera platforms, observation decks and other similar are fit and proper for the Service Provider's equipment and can withstand their use. In the event of scenes involving particular risks such as water scenes, fire scenes or scenes involving the use of explosives, the Customer undertakes to obtain the prior agreement of the Service Provider and the necessary authorizations and to provide for the highest possible safety measures. The Customer shall be liable for any loss or damage incurred by the Service Provider resulting from the scenes (including personal injuries and material damage).

If the Service Provider or its personnel or subcontractors, consider that the venue or the circumstances otherwise cause a material and unusual risk for personal injuries and/or damage to property, the Service Provider is entitled to cease the use of the equipment and/or leave the venue and take other necessary measures without any consequences whatsoever until the risk has been removed.

When the Services are dependent on the Customer or its subcontractors the Customer shall ensure that all equipment on its responsibility is in good working order and suitable for the purposes for which it is used and that the Services are delivered on time and diligently by professional personnel.

The Customer is responsible for providing necessary primary power according to specifications and ensure that proper connection is done by a certified electrician.

The Customer is also responsible for any costs in relation thereto.

The Customer shall at the Service Provider's request inform the Service Provider where the Service Provider's equipment is being stored and always ensure that the Service Provider has access to these premises. The Customer is responsible for that its premises are always properly locked.

The Customer shall obtain and maintain all necessary licenses and consents and comply with all relevant legislation and other regulations. When using any subcontractors, the Customer remains fully responsible for the performance of its obligations in respect of the Service Provider. The Service Provider is not responsible for consequences attributable to the Customer. The Customer indemnifies the Service Provider in full of any losses and damages resulted from acts or omissions of the Customer, including but not limited to the losses or damages caused to the Service Provider's equipment. In particular, the Service Provider is not responsible for the following: 1) delays or defects attributable to the Customer (or any party in its control) or a third party or any incorrect or incomplete information, instructions and/or materials and as a result of which the performance of the Service Provider is delayed or defective, 2) electrical fault, resulting in delays or canceled events, 3) poor instructions or installation of settings by the Customer or a third party that results in loss or damage to the Service Provider's equipment and in delayed or canceled event, 4) failure of the Service Provider's equipment due to faulty, weak or distributed signal source supplied by the Customer or by third parties.

The Customer is fully liable for any loss or damage or modifications that may be caused to the Service Provider's equipment during the contract period, unless such loss, damage or modifications are attributable to the Service Provider. The Customer shall notify the Service Provider about the loss or damage immediately after discovering it. The liability of the Customer includes but is not limited to the following: maintaining and repair costs of the damaged equipment and its possible decrease in value or in case of loss or total deterioration of equipment, purchase costs of a new, similar equipment.

The Customer shall mention the names of the Service Provider's personnel who have delivered the Services in the credits of the final product.

9 RENT AND USE OF THE SERVICE PROVIDER'S EQUIPMENT

The Customer shall ensure that its personnel using the Service Provider's equipment is professional and diligent and that the personnel uses the equipment in accordance with the instructions given by the Service Provider and only for the intended purpose.

The Customer is responsible for the choice of the rented and sold equipment and that these are suitable for their intended purpose.

The Customer ensures that the rented equipment is, at all times, under surveillance by qualified personnel or stored in a locked, secured storage according to applicable insurance standards. The Customer is not entitled to move the equipment elsewhere than the places specified in the Order Agreement.

The equipment is considered delivered when it leaves the Service Provider's warehouse. EXW "Ex Works" in accordance with Incoterms 2020 are applicable to the transport, i.e. the loading and the transportation of the equipment is at the Customer's risk. The Service Provider ensures that the equipment is in working condition when it leaves the Service Provider's warehouse. The Service Provider is responsible for the receipt of the equipment and

shall perform proper inspection of its condition. Any remarks on the condition of the equipment must be immediately notified in writing to the Service Provider.

If the Customer has made a remark as above, and the complaint is approved, the Service Provider undertakes to rectify the defect at no cost to the extent reasonable or to compensate to the Customer the purchase price or the rental price of the equipment. If the defect is attributable to the Customer or a third party, the Service Provider is not responsible to repair or compensate anything. The Customer is not, due to the defect, entitled to any other compensation or to cancel/terminate the Service Agreement.

The Customer shall not carry out any repairs or alteration works on the Service Provider's equipment without prior written approval of the Service Provider. If the Service Provider must repair/maintain the equipment during the rental period because of the following reasons: 1) the Customer has used the equipment incorrectly or has not complied with the Service Provider's instructions, 2) the Customer has used the equipment in breach of these T&C or the Service Agreement, 3) the Customer has not complied with the regulations stipulated in the Service Agreement, 4) someone else other than the Service Provider has adjusted, repaired, or otherwise modified the Service Provider's equipment, the Service Provider will charge the costs in relation to such works from the Customer in full.

All rental equipment is individual property of the Service Provider, and the Customer shall not assign, mortgage, pledge or otherwise dispose of that property without the prior written consent of the Service Provider. When the Customer buys equipment from the Service Provider, the title to the equipment remains with the Service Provider until the Customer has fully paid the fees and rates in accordance with the Service Agreement and otherwise fulfilled its obligations in accordance with the Service Agreement.

The Customer shall at its own expense insure the equipment with an insurance company of repute in an amount equal to its replacement cost new and on request at any time produce to the Service Provider the insurance policy and other relevant information in relation thereto.

The equipment shall be returned at the point of time stipulated in the Order Agreement. If the equipment is not returned to the Service Provider on time, the Customer shall indemnify the Service Provider in full for any loss or damage caused by such delay.

Guarantees for equipment sold shall be specified in the Order Agreement to be valid.

Rental period of the equipment commences when the equipment leaves the Service Provider's warehouse and ends when the equipment is returned to the Service Provider's warehouse.

10 DEFECTS IN THE SERVICES

There is a defect in the Services if the Services delivered by the Service Provider (including the materials) or the equipment used by it differ materially from the agreed and this difference has a material impact on the outcome of the agreed Services.

The Service Provider is primarily entitled to repair the defected Services or alternatively redeliver such defected Services. If the reparation or redelivery of the Services or the material results in that the Customer's production is delayed, the Customer is entitled to require price reduction.

If the Customer does not accept the Services or a single material because of a defect, the Customer is still required to pay the fees and rates to the extent the Services or materials are free from defects and therefore acceptable.

11 CHANGES AND FORCE MAJEURE

Changes to the Service Agreement and the Services or the equipment shall be done in writing. The changes requested by the Customer may result in changes in the delivery terms and/or the agreed compensation.

The Service Provider shall not be liable to the Customer by reason of any delay or failure due to any cause beyond the Service Provider's reasonable control and which could not have been prevented without unreasonable costs or expenses or waste of time and which hinder the fulfillment of the Service Agreement and has occurred after the signing of the Service Agreement. Such events include, but are not limited to, acts of war (whether declared or not), riots, internal unrests, government requisitions or confiscation, embargo, natural catastrophe, quarantine, epidemic, pandemic, interruption or failure of general traffic, telecommunications or distribution of energy, scarcity of means of transportation or goods, restrictions in moving power, labor disputes, defects or delays of telecommunications or devices delivered by third parties or in the possession of third parties, damages in wires caused by third parties, fire, explosion, collapse of buildings, harmful weather conditions having a material effect (in which case the Service Provider is entitled to not install or in case already installed, to remove all or part of its equipment), a force majeure event incurred to the Service Provider's subcontractor or another as significant or unusual cause not attributable to the Service Provider ("**Force majeure**").

If the situation of Force majeure has lasted over three (3) months, the Service Provider and the Customer are entitled to terminate the Service Agreement in whole or in part. In that event, what has already been performed on the basis of the Service Agreement will be settled in full.

12 LIMITATIONS OF LIABILITY

The Service Provider's liability for damages other than direct damages is excluded, including but not limited to consequential damages, lost profits, revenue losses or that the Customer is not able to fulfill its obligations towards third parties, liquidated damages paid to third parties or other similar difficulty foreseeable damage.

The aggregated liability of the Service Provider based on the Service Agreement shall be limited to the charges paid in relation to the Services in accordance with the Service Agreement per event (excluding VAT and other similar levies or fees), whereby a series of related events counts as one event. If the Service Agreement is a continuing performance agreement, the aggregated liability of the Service Provider is limited to the annual charges paid in relation to the Services. If the charges have not been agreed beforehand or are not fixed, the aggregated liability of the Service Provider is limited to the actual charges accrued during the previous calendar year, or if the Service Agreement has been valid for less than a calendar year, the actual charges paid in relation to the Services before the damage or loss.

When the Customer rents the Service Provider's equipment, the aggregated liability of the Service Provider based on the Service Agreement per event shall be limited to the rent price. If the rental

period is longer than one day, the aggregated liability per event is limited to the rent price for one day. A series of related events counts as one event.

When the Customer buys the Service Provider's equipment, the aggregated liability of the Service Provider per event shall be limited to the sales price. A series of related events counts as one event.

13 TERMINATION OR CANCELLATION

The Order Agreements are in force until the Services defined in them have been completely delivered.

Any cancellation or postponement of the Services by the Customer will result in payment to the Service Provider for the Services in accordance with the following terms:

- If the cancellation or postponement takes place at latest 30 days before the anticipated set-up time: 30 % of the total price as defined in the Order Agreement (in case of continuing performance agreements, 30 % of the annual charges as defined in the Order Agreement).
- If the cancellation or postponement takes place 29-16 days before the anticipated set-up time: 50 % of the total price as defined in the Order Agreement (in case of continuing performance agreements, 50 % of the annual charges as defined in the Order Agreement).
- If the cancellation or postponement takes place later than 15 days before the anticipated set-up time: 100 % of the total price as defined in the Order Agreement (in case of continuing performance agreements, 100 % of the annual charges as defined in the Order Agreement).
- In any event, the Customer indemnifies the Service Provider in full against all loss (including, without limitation, the Service Provider's loss of profit and reimbursement of all costs) incurred prior to or as a result of cancellation or termination.
- Unexpected events leading to that the Customer wishes to cancel the Service Agreement does not relieve the Customer from liability.

If one contracting party commits a material breach of any term of the Service Agreement, and such breach is not caused by Force majeure, and fails to remedy such breach within thirty (30) days after being notified in writing to do so, the other contracting party may terminate the Service Agreement in full or in part with immediate effect. The notice of termination must be done in writing.

If the Customer is in breach of contract, the Service Provider is entitled to full compensation for the already delivered Services. The Customer shall also compensate the Service Provider for all costs, expenses and damages accrued by the Service Provider as a result of such breach in full.

If a bankruptcy petition or a reorganization petition or a petition of administration is presented towards one of the contracting parties, one contracting party is declared bankrupt or otherwise becomes other than temporarily insolvent, is in serious financial difficulties or suspends or ceases carrying on all or a substantial part of its business or a contracting party has reasonable grounds to assume that any of these events or a related event is about to happen, the other contracting party is entitled to cancel the Service Agreement in full or in part.

The Service Provider may terminate the Service Agreement in full or in part without liability to the Customer if the Customer fails to pay in full any sum owing to the Service Provider on or by the payment date and has not paid the sum in full within thirty (30) days from a notification sent by the Service Provider.

In case the Service Provider has right of termination the Service Provider may alternatively cease the Services and/or refrain from its own prestation without prejudice to the termination right in the future.

Unless otherwise explicitly agreed by the parties, upon termination or cancellation (regardless of the reason), the Customer shall, at the Service Provider's request, accept already delivered and/or such flawless part of the Services and its outcome, which can be used without significant additional work. The Customer shall pay to the Service Provider in full for all the Services that have been delivered by the end of the contract period and the Services which have been ordered before the termination/cancellation of the Service Agreement and delivered after the termination/cancellation and return all equipment of the Service Provider in good working order immediately, at its risk and at its own cost. If the Customer does not return the Service Provider's equipment within seven (7) days after the termination/cancellation (regardless of the reason of the termination/cancellation), the Customer shall pay to the Service Provider delayed penalty for each delayed day. The amount of the delayed penalty is five (5) per cent of the current market value of the delayed equipment per delayed day. In addition to the delayed penalty the Service Provider has full right to all costs and expenses in excess accrued by it as a result of the delay in excess to the delayed penalty.

The regulations of sections 6, 13, 14 and 15 and such other regulations included in the Service Agreement which are clearly meant to continue after the termination/cancellation of the Service Agreement shall survive the termination/cancellation of the Service Agreement.

14 RIGHTS

The title and the right of use to the outcome of the Services is agreed upon separately in the Service Agreement.

The Service Provider or its licensors will retain title to all immaterial property rights, whether registered or not, to the Services and their outcome or their parts and to any documentation, information, data, material, software, equipment and other goods or their parts owned by the Service Provider or a third party and the title to these will not transfer to the Customer based on the Service Agreement, unless otherwise explicitly agreed upon between the parties in writing. The Customer shall not, without the prior written consent of the Service Provider, use the Services or their outcome or parts of them in any other way than in compliance with the Service Agreement and/or to make the rights and/or powers granted to it based on the Service Agreement available, or to transfer and/or license them to third parties in whole or in part.

The Service Provider will indemnify the Customer in the event that third parties sue the Customer on the basis of (alleged) infringement of intellectual property rights of that third party as a result of the use of the Products or Services, as long as the claim is reasonable and under the condition that: 1) the (alleged) infringement is not related to changes made to the Services or their outcome or the equipment made by or at the behest of the Customer, 2) the (alleged) infringement does not relate to the use of the Services or their outcome in a manner contrary to these T&C,

the Service Agreement or is otherwise attributable to an act or omission by the Customer, 3) The Customer notifies the Service Provider of the claim immediately and in writing, 4) the Service Provider will direct the defense against the claim, 5) the Customer provides all reasonable cooperation to the Service Provider with respect to the claim, and 6) the Customer follows and has followed all reasonable instructions from the Service Provider with respect to the (alleged) infringement and use of the Services and their outcome. The Service Provider may, in addition to the aforementioned indemnification, 1) acquire the right for the Customer to continue using the Services and/or their outcome, 2) replace or modify the Services and/or their outcome in a way that does not infringe a third party's rights, or if the aforementioned alternatives prove not to be commercially feasible, 3) terminate the use of the Services and/or their outcome in whole or in part. Any further liability on the part of the Service Provider with regard to infringement of the intellectual property rights of third parties is expressly excluded.

The Service Provider shall retain title to all materials (including but not limited to offers, commercial documents, technical explanations etc.) given to the Customer based on the Service Agreement and all rights pertaining to the materials in question remain with the Service Provider.

The Customer assures that it has all required titles, rights to use and immaterial property rights, including but not limited to related rights, to the production for which the Services are being delivered as well as to the information, data, knowledge, materials, equipment, software, and their parts which it has provided to the Service Provider based on the Service Agreement. The Customer grants the Service Provider, without any extra charge, right to copy and modify the information, data, materials, equipment, software, and their parts which it has provided to the Service Provider so that the Service Provider is able to deliver the Services properly. The Customer will indemnify the Service Provider in full in the event that third parties present any claims or actions towards the Service Provider or its subcontractors in this respect.

The Customer hereby grants the Service Provider the right to use the name and service marks of the Customer in its marketing materials or other oral, electronic, or written announcements and promotions, which shall include naming the Customer as a client of the Service Provider, the scope of services provided, and the associated production or event. In addition, the Customer hereby grants the Service Provider the right to display its logo (or other identifying information). The Service Provider will work with the Customer on any press releases and the Customer would have final review of any use of the Customer's name, service marks and/or logos. Either party may elect to issue a press release related to the Service Agreement. In doing so, any release shall be approved by the other party and such approval shall not be unreasonably withheld.

The Customer grants to the Service Provider the express right to use the Customer's company name and/or logo in marketing, sales, financial, and public relations materials, its website, its social media accounts, and other communications solely to identify the Customer as Service Provider's customer. The Service Provider grants to the Customer the express right to use the Service Provider's company name and logo solely to identify the Service Provider as a provider of services to the Customer. Other than as expressly stated herein, neither party shall use the other party's names, marks, codes, drawings or specifications without the prior written permission of the other party.

15 CONFIDENTIALITY

The parties shall keep confidential all commercial, financial and/or technical information and any other confidential information in relation to the other party, its group companies, or their personnel, customers, contracting parties, subcontractors and other business associates or their business which it has received directly or indirectly from the other party (regardless of whether such information is labeled as confidential or not) (the “**Confidential Information**”). Any rights in relation to the Confidential Information remain with their original owners.

The parties agree to only use the Confidential Information for the purpose of the Service Agreement. The parties agree not to disclose the Confidential Information directly or indirectly to any third parties without the other party's prior written consent, except for disclosure to such employees, group companies, consultants or subcontractors of the party who has a need to know the Confidential Information for the purposes of the Service Agreement, on condition that these are bound by the confidentiality undertaking.

Upon request and at latest upon termination of the Service Agreement, the parties shall immediately cease using the Confidential Information and any materials presenting the Confidential Information and return such materials and their copies without delay to its owner.

The parties are responsible for ensuring that their employees, subcontractors and other persons taking part in the production on behalf of the party are aware of this confidentiality undertaking and comply with it.

The abovementioned confidentiality undertaking does not apply to such confidential information which: 1) at the time of the disclosure is generally available to the public or thereafter becomes generally available to the public through no act of the receiving party, 2) was in the possession of the party prior to the time of the disclosure and was not acquired, directly or indirectly, from the disclosing party, 3) was independently developed by one party without the use of the Confidential Information. A party may disclose Confidential Information to an authority or other similar actor based on an order to do so in legislation, by a decision by a court of jurisdiction or a competent authority, provided that the party: 1) informs the owner of the information about the disclosure beforehand, or in case impossible, without undue delay after the disclosure, 2) discloses only the required information, and 3) notifies the receiving party of the confidentiality of such information.

The confidentiality undertaking in accordance with this section 15 is effective during the contract period of the Service Agreement and after the termination/cancellation of it (regardless of the reason for the termination/cancellation).

16 TECHNICAL CHANGES AND RENEWALS, CHANGES IN THE LEGISLATION

The Service Provider retains a right to make such technical changes to the Services which do not have material, from the Customer's point of view negative effect on the use of the Services. If the Service Provider must between the offer date and the agreed delivery date make changes to the Services because of changes in the legislation, authority instructions or interpretations or required standards, the Customer is responsible for the additional costs resulting from such changes. The Customer shall also grant an extension of delivery time in proportion to the changes.

17 OCCUPATIONAL SAFETY AND HEALTH AND SERVICE PROVIDER'S PREMISES

The Customer assures that it complies with the applicable legislation and other regulations with regard to occupational safety. The Customer is responsible for the losses and damages incurred by the employees and/or subcontractors of the Service Provider when such losses or damages are caused by the Customer or its employees or other persons working on its behalf and/or defects or dangers in the Customer's premises or in premises which are otherwise in its possession.

When the production or other similar, into which the Services are related to, is done in the Service Provider's premises, the Customer shall comply with all its legal obligations regarding occupational safety as well as with all safety and other instructions of the Service Provider regarding the Service Provider's premises and operating in them. The Service Provider is entitled to, by way of notice, remove such persons and/or movables from its premises, which do not comply with law or other regulations or the Service Provider's instructions or which the Service Provider otherwise assesses to be a safety risk or a disturbance.

In the event of the activity or scenes etc. of the Customer in the Service Provider's scenes involve particular risks such as water scenes, fire scenes or scenes involving the use of explosives or other than ordinary noise, the Customer undertakes to obtain the prior agreement of the Service Provider and the necessary authorizations and to provide for the highest possible safety measures and to obtain all possible authorizations and permissions for such activity and/or scenes. The Customer is fully liable for all expenses, costs, losses and damages which the Service Provider incur as a result of the Customer's activity or scenes made by the Customer or a third party.

The Customer indemnifies the Service Provider in full against all expenses, costs, loss and damages incurred by the Service Provider as a result of any third-party claims presented towards the Service Provider as a result of the Customer's operations and/or personnel or property (rented or owned) in the Service Provider's premises. The Customer cooperates with the Service Provider in relation to such claims.

The parties shall before starting to deliver the agreed Services and if, during the delivery of the Services, the circumstances change, immediately inform the other party and the other employers working in the shared workplace of such hazards and risk factors that the parties or persons working for them can cause on the shared workplace, as well as other matters in accordance with the applicable legislation.

18 MISCELLANEOUS

Notices. Any notice under or in connection with the Service Agreement shall be in writing and shall be delivered to the contact person of the party due to receive the notice at its address or email address. Notices shall be considered delivered, unless otherwise proved, within three (3) days from when they were sent, and notices sent by email immediately after they were sent.

Assignment. Neither party may, without the written consent of the other party which the other party may not withhold without justified reason, assign its rights or obligations set out in the Service Agreement to a third party. The Service Provider may, however, always transfer the Service Agreement in full or in part to its group companies or in case the Service Provider's business or a part of it is sold or transferred, to such third party.

Neglect in enforcing rights or remedies. No neglect or delay by a party in enforcing any of its rights pursuant to the Service Agreement or in using any of its available legal remedies shall prejudice such rights or remedies or be construed as a waiver of such rights or remedies by the party.

Partial invalidity. If during the time when the Service Agreement is valid any part of any provision of the Service Agreement becomes invalid, unlawful, or unenforceable in accordance with applicable law, then the remainder of such provision and all other provision of the Service Agreement shall remain valid and enforceable. The invalid provision shall be replaced with such provision with which the purpose and the commercial goal of the original provision is achieved as far as possible.

Language versions. If one or two language versions of these T&C are in contradiction with each other, the English language version takes precedence over the other language versions.

Data protection. Both parties shall comply with its statutory duties related to transferring, processing and protecting of personal data. If the Services include processing of personal data on behalf of the Customer, the parties shall also draft a separate data protection agreement.

19 APPLICABLE LAW AND DISPUTES

The Service Agreement (including these T&C) and any dispute, controversy or claim arising out of or relating to it, or the breach, termination or validity thereof, shall be read and construed in accordance with Swedish law. The parties shall make every effort to resolve any disputes, controversies or claims arising out of or relating to the Service Agreement by mutual consultation to the extent possible. If mutual understanding is not being achieved within a reasonable time, the Swedish courts shall have exclusive jurisdiction.