

General Terms of Business

These terms and conditions are binding for any agreement with CLAAS CROPP CREATIVE PRODUCTIONS GMBH (CCCP). All orders processed by CCCP are carried out only in accordance with the terms and conditions stated below; the client accepts these terms and conditions for the current order and for all additional or future transactions with CCCP. We expressly exclude all contradictory terms and conditions of the client.

The agreement covers only the terms and conditions included in the order acknowledgments and discussed previously when the order was placed. Additional costs for supplementing the original order will be invoiced additionally. All incidental expenses in connection with the order are to be borne by the client (material and laboratory costs, props, model fees, travel and other expenses, couriers, etc.). The corresponding statutory value added tax must be paid in addition to all fees invoiced by CCCP.

The daily rates offered and calculated by CCCP correspond to 10 hours of work. If CCCP or its employees agree to be available beyond the agreed period, an overtime fee of 20% of the agreed daily fee will be due per started hour.

The prospective incidental expenses for production, location fees, model fees etc. are to be paid prior to the beginning of production in accordance with the amount stated in the estimate of cost (payment on account). If this payment is not received at least 3 days prior to the beginning of production, CCCP is entitled to refuse to render its services and to claim damages. The client is liable for all losses resulting from non-observance of the above-mentioned clause; it will not have claims against CCCP or Third Parties commissioned by CCCP, e.g., persons authorized to use the locations booked.

If CCCP scouts locations on behalf of the client for an agreed fee, this scouting is in the context of a service contract, which means that the fee is due regardless of the success of the scouting or booking of one of the locations scouted. This also applies if CCCP is commissioned by the client to carry out (street) castings.

Publishing rights invoiced by CCCP, e.g. of photographers, photo models, location providers/architects, etc., will only be transferred to the customer after complete payment of CCCP's invoice by the customer.

Documentation will not be provided for invoice items listed in the cost estimate already agreed to by the client with the same unit prices as stated in the offer when these items are billed by CCCP. In the case of additional items or items with unit prices differing from the offer, CCCP will provide substantiation – as far as possible – by means of copies of the corresponding documentation.

Objections to invoices issued by CCCP must be made in writing within 10 working days after receiving the invoice, otherwise the invoice will be deemed as completely accepted. Later objections are not possible.

The client is not entitled to offset claims contested by CCCP or counterclaims which have not been legally established. Furthermore the client is not entitled to assign or transfer its rights or claims against CCCP to Third Parties.

In the case of delayed payment, CCCP is entitled to charge interest on arrears of 8 % above the respective prime rate of the ECB effective after the due date. The right to assert a substantiated higher loss is expressly reserved. A handling fee of € 10 is charged for each reminder.

In the case of editorial use of photographic material which was produced by CCCP at fees lower than those of commercial productions, CCCP has the right to be credited by the client within the customary scope when the above material is published. If this is not done, CCCP has the right to claim damages in the amount of the difference between the fees invoiced for the production and the fees which would have normally been paid for the corresponding commercial production.

CCCP is entitled to use photographic material produced in cooperation with CCCP for self-advertising purposes within the customary scope (internet, brochures, Show Reel etc.) and to name persons or companies involved in the production should the situation arise. The client will provide CCCP with the corresponding material.

The client bears the risk of casual loss or damage of photos, video and film footage. This also applies if the material was entrusted to CCCP for storage, transportation or similar purposes. The client must take out insurance against damage, loss, theft, etc., of material handed over to CCCP in connection with an order; CCCP cannot assume any liability in these cases. The client is also liable for all losses incurred by Third Parties in connection with the production, e.g. locations, props, etc., unless these losses were caused by the intentional or grossly negligent behaviour of CCCP or its employees. CCCP will take out (film) production insurance only at the express request of the client. The corresponding insurance costs are borne by the client. If

necessary, the client is obligated to ask CCCP to prove that insurance has been procured – otherwise the client cannot refer to the instructions to take out insurance. Any deductibles in connection with the insurance are to be borne by the client. The amount of the deductibles will be communicated by CCCP on request.

Claims by the client must be made in writing immediately after recognizing the reason for complaint. The services provided by CCCP are accepted as being according to contract and without defects after expiration of a period of 3 working days. Claims against CCCP will become statute-barred after six months. The limitation period starts once production is completed.

CCCP does its utmost to provide the client with up-to-date photographic material of locations, actors etc. at any time. However, CCCP cannot assume any liability if for example locations or actors' appearances have changed by the beginning of the production. Furthermore CCCP cannot assume any liability for the availability of the suggested locations or actors.

Claims against CCCP are possible only in the case of grossly negligent or intentional behaviour, but they are limited to the amount of the agreed fee. CCCP is not liable for third-party costs such as photo model fees, travel expenses etc. Assertion of claims of indirect losses is ruled out.

The client is responsible for any liabilities incurred by CCCP to third parties in connection with the production in any case. The client is liable to third parties as the joint and several debtor together with CCCP.

Cost estimates drawn up by CCCP are to be understood as an estimate of the expected costs for the realization of the order. As far as possible, CCCP will immediately inform the client or its representative on site if the planned budget will probably be exceeded considerably (more than 10%). Individual items within the budget can be shifted and do not have to be communicated, providing the total budget is not substantially exceeded. The client will authorize its representative on site to make decisions regarding the budget if required. In general, CCCP is liable for exceeding the budget only in the case of intentional or grossly negligent behaviour. This takes into account the fact that trouble-free production and the realization of logistic and creative requirements on site can cause hard-to-calculate additional costs at short notice.

If an approved order is not executed for reasons beyond CCCP's responsibility, CCCP is entitled to charge a kill fee of 50 % of the agreed fee without any obligation to prove the incurred loss. If an approved order which was already started is not finished for reasons beyond CCCP's responsibility, CCCP is entitled to charge its complete fees including production fees as stated in the approved estimate. Expenses already incurred or resulting from contracts already closed with suppliers have to be reimbursed by the client. An order will be deemed as started as soon as CCCP begins to render its contractually owed service. If an order is finished sooner than originally expected, CCCP is entitled to charge the complete fee agreed upon. If the period for the realization of the order is exceeded, deferred or repeated for reasons beyond CCCP's responsibility, e.g. in the case of subsequent wishes differing from the briefing, bad weather, products which were not provided on time, errors in the laboratory, non-attendance of photo models, loss of baggage etc., the fee is increased in relation to the originally agreed fee. In this case, incidental expenses will increase at cost.

The client will exempt CCCP from third party claims in connection with the approval and/or financial compensation of publishing rights, e.g. of models or motif providers/copyright owners. The client is obligated to assure itself of the transfer of the required rights prior to publication. Due to the problematic interpretation of copyright law, CCCP cannot guarantee that third parties (e.g. architects) will not assert copyright claims in connection with locations scouted and/or booked via CCCP. CCCP is not responsible to the client for such claims and is released by the client from liability to rights owners for all such claims.

If CCCP is assigned to do creative work (in the context of a production), the client or a person authorized by the client is obligated to attend the production and to approve the creative work. If neither the client itself nor a person authorized by the client attends the production, the creative work of the production cannot be rejected by the client at a later time. In such a case each new re-creation of the work is to be remunerated separately.

Any supplementary agreement or modification of the present terms and conditions require the written form. Should a certain provision of the contract or of these General Terms of Business become ineffective, the validity of the other provisions and of the contract remains untouched. Place of performance is Berlin – if permitted by law – for both parties. The laws of the Federal Republic of Germany apply. German law applies and Berlin remains the place of performance even if the client's place of business is located abroad.