

# General Rental Agreement

## 1. Rental

The rent payable for the rental of the rented equipment indicated in the rental agreement (filming equipment and accessories) is specified in the rental schedule in effect on the date of the rental agreement. Any modifications of this rental schedule shall be in writing. The rent payable by the lessee is subject to the then current VAT rate.

## 2. Rent and Daily Rent

The rental period starts with the day when a firm order is placed for the rented equipment. The rental period shall end on the expiry date indicated in the rental agreement, notwithstanding that the rented equipment may have been returned prior thereto. The lessee shall pay the full daily rent for the rented equipment as specified in the rental schedule even in case the rented equipment is received on the premise of Mirage. Mirage accepts no liability for delivery delays caused by circumstances beyond its control.

## 3. Transportation, Import Regulations at the Place of Consignment

Lessee shall bear all costs and risks of transportation. Where the rented equipment is dispatched to a foreign destination, Lessee will ensure that all necessary customs procedures are complied with in a proper manner. Lessee will inform Mirage of all import regulations applicable at the place of consignment and of the optimum consignment conditions for import. Lessee is also responsible for compliance with all import arrangements and regulations applicable at the place of consignment and lessee shall bear all costs and risks in this regard.

## 4. Right of Ownership and Disposal

Mirage retains exclusive ownership and a residuary right of possession of the rented equipment. Any transfer of the rented equipment to third parties, whether for valuable consideration or otherwise, is prohibited. If the rented equipment is transferred to third parties in breach of this rental agreement, then and without prejudice to the assertion of any other rights that Mirage may have, Mirage shall have the right to immediately terminate this rental agreement and to immediately repossess the rented equipment. Lessee shall promptly notify Mirage of any judicial remedies levied against the rented equipment. Lessee shall bear the cost of any judicial remedies invoked by Mirage to protect Mirage's rights of ownership and residuary possession of the rented equipment. Lessee will also indemnify Mirage for any loss or expense incurred by Mirage as a result of loss of the rented equipment by reason of judicial remedies invoked against lessee.

## 5. Warranty, Liability

### 5.1 Lessee's Duties

Lessee is obliged to inspect the rented equipment immediately upon receipt. The rented equipment is considered to be taken over in satisfactory condition if the takeover report does not state to the contrary. Lessee is not permitted to interfere with or to do any repairs to the rented equipment. Mirage is to be immediately notified of any damage.

### 5.2 Disclaimer of Liability of Mirage

Mirage assumes no liability for any direct or indirect loss incurred as a result of malfunctions or breakdowns of the rented equipment and accessories. Lessee shall not be discharged from any obligation to pay rent nor shall lessee be entitled to any reduction of rent except if such malfunctions and breakdowns relate to defects expressly reported in writing to Mirage at the time of receipt.

### 5.3 Liability of Lessee

Lessee shall be solely and entirely liable for all damage, including accidental damage to the rented equipment and accessories, during the rental period commencing from delivery or dispatch thereof until return of the rented equipment and accessories to Mirage.

In case of any damage to the rental subject, Mirage is entitled to compensation for the damage - co-insurance. Further specified in paragraph 6.1 of this agreement.

### 5.4 Evidence to the Contrary

Lessee may present to Mirage any evidence that lessee may have that Mirage may be responsible for any

loss resulting from failure to perform any legal obligations on the part of Mirage or on the part of duly authorized representatives Mirage as described in paragraph 5.2 above.

## 6. Insurance

### 6.1 Insurance of filming equipment and accessories

The rental subject, i.e. the filming equipment and accessories, is contractually insured. Nevertheless, the Lessee is obliged to cover damage in the form of co-insurance in an amount of 20% of the insurance coverage, at least in an amount of 20,000 CZK for each case of damage caused. The territorial coverage of the said insurance is Europe. Prior to signing the rental agreement, Lessee will notify Mirage whether the rented equipment will remain in Europe or if it is to be taken out of Europe, or if it is to be utilized in such manner as to increase the insurance risk (including, in particular, at racing events, underground, underwater or mountain shooting, aerial photography or on expeditions). In the event of any such proposed use, Mirage may require that supplementary insurance be arranged at the cost and expense of lessee. Lessee shall have no recourse to the insurance coverage of Mirage in the event of theft of rented equipment from motor vehicles if the roof, windows and or doors of such motor vehicles or objects are not properly closed and locked, and in such cases lessee shall be fully liable for all losses resulting therefrom.

### 6.2 Duties of Lessee

If lessee provides its own insurance to cover damage to the rented equipment, then and prior to signing of the rental agreement, lessee must verify such coverage to the satisfaction of Mirage, including delivery of a copy of the insurance policy confirming Mirage as beneficiary thereunder. Lessee is solely responsible for ensuring that any use of the rented equipment is in full compliance with all relevant statutory provisions and regulations of public authorities. Such responsibility on the part of lessee applies particularly to use of the rented equipment under conditions which increase the risk thereto. Any increases in such risk as to which lessee becomes aware after signing of the rental agreement must be reported immediately by the Lessee. Any damage or loss caused by fire, lightning or explosion or similar circumstance or theft of the rented equipment must be promptly reported by lessee to Mirage and to the police who will write a report. In the event of such breach, lessee is entirely responsible for all loss or damage resulting therefrom. Lessee shall advise its duly authorized representatives and agents and all persons utilizing the rented equipment of its obligations hereunder and lessee will ensure compliance therewith.

## 7. Due Date, Term Violation

### 7.1 Due Date

Rent shall be immediately due and payable without deduction when billed upon issuance of a tax receipt by Mirage. If the rental period is longer than two weeks, then Mirage at its discretion may require lessee to pay rent in installments. In the case that the lessee fails to pay any rent installment when due, then Mirage may terminate the rental effective immediately and demand return of the rented equipment. Lessee hereby waives all of lessee's rights as occupant of its premises and hereby authorizes Mirage to enter any room or area in which the rented equipment is stored in order to repossess its property, lessee to have no rights of retention whatsoever.

### 7.2 Violation of Payment Term

In the case of an exceeding of the due date in payment for the rental subject, a penalty in an amount of 0.1% of the invoiced amount will be billed for each day of the delay.

## 8. Applicable Law, Place of Performance, Additional Provisions

The contractual relationship between Mirage and lessee is governed by the laws of the Czech Republic. The place of performance for delivery and return of the rented equipment and for payment of rent shall be Mirage s.r.o., Smolenská 22, Praha 10, 101 00, Czech Republic. Mirage may also elect to invoke legal action in the courts of the jurisdiction in which the contractual partner is located. Any modifications to this rental agreement and any amendments and additions thereto must be in writing in order to be legally binding.