



■ ■ ■ OUTSIDE BROADCAST

GENERAL TERMS AND CONDITIONS

1. **Not included in the offer:**

- Rigging of equipment, such as cranes, monitors and PA equipment is not normally included. This equipment is delivered “ready packed on the floor”. If extra manpower is required for the rigging or dismantling of such equipment, then the associated costs will be calculated separately unless otherwise agreed.
- Overtime for the crew will be invoiced based on the actual consumption.
- Costs related to travel, including per diems, tickets and accommodation, are not included and will be invoiced in accordance with the government scale and applicable tariffs.
- Transport costs, including driving, ferry tickets, special road charges, messengers and other logistics will be invoiced based on the actual consumption.
- Costs for carnets and/or other government documents will be invoiced as required.
- Any costs related to parking and rezoning for parking will be invoiced on a cost reimbursement basis.
- Any costs for the supply of power or generators will be invoiced to the production company.
- Costs for consumables such as video tape, hard disks, DVD discs, etc., will be invoiced based on the actual consumption.

2. **Other matters**

VB ITEMS:

- Whenever possible all the items for programmes shall be delivered in accordance with the same technical standards that are determined by the TV channel. This means that the sound levels and other technical specifications shall be within the same tolerance limits as the finished programme.
- All VB items shall normally be ready edited and have an ascending time code throughout the entire item.
- VB material shall normally be delivered on Betacam SP or Digital Betacam. The bus can receive other formats by special agreement, but the material can, for example, not deviate from DVD or VCD without prior conversion.

MUSIC:

- For music productions it is important to point out the difference in the technical requirements for playback and singback in relation to a live orchestra. When an artist performs live it normally requires a much larger technical apparatus than if playback is used.
- Normally OB-Team can reconfigure the technical rigging from playback to live music in the course of a few hours, but to be sure that the necessary equipment can be obtained, we request at least 24 hours' notice, since we must often rent equipment from subcontractors.

CAMERA CRANE:

- As a rule the crane is delivered packed, together with the OB bus, and it shall be repacked with the rest of the studio equipment at the end of the production. It is the crane operator, assisted possibly by other rigging assistants from the production, who is responsible for rigging and dismantling. If OB-Team has not rented the crane during the period between two production days, then the crane can remain rigged in the studio.
- With regard to the use of the crane outdoors, this must normally be subject to the weather since the electronics in the crane are sensitive and cannot tolerate rain or moisture to any significant extent.

3. Amendment of the agreement:

- This agreement can only be amended by representatives for the parties with the necessary authority to carry out financial transactions related to the project.

4. Cancellation:

- Neither party can cancel the agreement in full or in part later than four (4) weeks prior to the start of production. If all or parts of the assignment are cancelled after this date due to reasons that are not listed under the sections "Liability", "Force majeure" or "Breach of contract", OB-Team shall be indemnified and receive full settlement in accordance with the agreement.

5. Liability:

- If a situation arises where the delivery can be delayed due to an accident, mishap or other extraordinary circumstances, OB-Team undertakes to find solutions that can contribute to continued production at the scheduled times by all reasonable means.
- If OB-Team cannot complete the delivery as stipulated and this is attributed to negligence on the part of OB-Team, then OB-Team is responsible for the direct losses incurred. Direct losses are limited to necessary and documented additional expenses that the Customer has incurred as a result of the defective or delayed delivery.
- OB-Team is not liable for indirect losses (consequential losses) as a result of a defective or delayed delivery, unless such losses are the result of gross negligence on the part of OB-Team.
- Indirect losses include:
 - Losses resulting from a reduction or loss of production or income

- Losses resulting from not being able to use the delivery as intended
- Losses due to the fact that a contract with a third party becomes void or is not properly fulfilled
- Liability for damages is limited under any circumstances to the total contract amount.

6. Force majeure:

- Neither party can be held liable for failure to fulfil his obligations in accordance with this contract if the parties can demonstrate that the failure or delay is due to an impediment beyond his control, such as war, earthquakes, rebellions, fire, lightning, storms, floods, illegal industrial actions, strikes or other industrial actions in other companies, failure of the telecommunications network or other circumstances that can be classified as force majeure.
- If such circumstances have an impact on the performance of the contract – in full or in part – the other party shall be notified immediately.
- The parties are not obligated to perform the contract for the duration of the impediment. Neither party may claim damages for the losses attributed to the impediment.

7. Breach of contract:

- If one of the parties breaches their obligations in accordance with this agreement, the other party may demand a remedy within a reasonable deadline, give notice of termination, or terminate the agreement with immediate effect if the breach is of a material nature. Non-payment is always regarded as a material breach. The question of damages shall be determined in accordance with the general rules.

8. Insurance:

General:

- OB-Team shall insure its property and employees.
- The Customer shall insure his property and employees.
- The Customer shall insure the actual production, and choose himself the level and scope of insurance cover.
- OB-Team shall take out any mandatory insurance and insure the personnel that are hired/contracted by OB-Team itself or when OB-Team is liable as the employer. This applies also to OB-Team's production equipment and other assets.
- OB-Team is not liable for damage or injury that the Customer's guests, employees or others that may accompany the Customer in connection with the production, cause to themselves, others or OB-Team's property or employees. OB-Team is not insured for such damage or injury, and the Customer is accordingly obligated to take out such insurance.
- The Customer's property is not insured through the agreements that OB-Team has entered into. The Customer shall insure as he sees fit his property, including decorations, props, clothing or any other chattels that he brings with him.

- It is a prerequisite that freelancers who have their own company have the required liability insurance intact.

OB-Team has taken out the following insurance and undertakes to keep these policies up-to-date at any given time:

Fire, theft and natural perils:

- OB-Team has property insurance for its own property that covers fire, theft and water damage. The property insurance has been expanded to cover "Sudden and unforeseen damage or injury with special cover during transport".

Consequential loss insurance:

- OB-Team has insurance that covers loss of income due to accidents.
- NOTE: Production insurance that covers consequential losses due to business interruption, such as the loss of advertising income for the channel where the program was to be broadcast, or other consequential losses (see also the section on liability) are not covered by OB-Team's insurance policies. Such insurance can be taken out for the individual productions as desired by the Customer and at the Customer's expense.

Damage to a third party's property caused by OB-Team's employees:

- OB-Team has liability insurance that covers liability for damages for loss or injury that occurs in the Nordic countries through TV 2's corporate agreement.

Damage or injury is defined as:

- A personal injury, i.e. an injury, death or illness inflicted on another person.
- Property damage, i.e. loss of or physical damage inflicted on another party's chattels – including animals – or real property.

9. Duty of confidentiality:

- Both parties undertake to ensure that their employees and other parties associated with the production maintain confidentiality with regard to production-related, content-related or financial matters concerning the production.

10. Assignment:

- The parties' rights and obligations pursuant to this agreement cannot be assigned without the other party's consent.

11. Rolling title credits:

- Whenever possible the Customer shall make sure that OB-Team AS is listed in the rolling title credits for the production, for example: OB technology provided by OB-Team AS"

12. Choice of law:

- The parties accept that the contract shall be governed by Norwegian law.

13. Disputes:

- Any disputes arising from this contract shall be resolved by arbitration pursuant to the

rules in Chapter 32 of the Civil Procedure Act. Oslo is accepted as the court of venue for arbitration.

- This arbitration clause shall not prevent the parties from petitioning for a preliminary injunction from the ordinary courts of law in Norway or in other countries.