

CONTACT INFORMATION

\_\_\_\_\_  
First Name, Last Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mobile Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Address

\_\_\_\_\_  
Website

\_\_\_\_\_  
Insurance Company Name

\_\_\_\_\_  
Insurance Policy Number

JOB INFORMATION

\_\_\_\_\_  
Project

\_\_\_\_\_  
Shooting Dates

\_\_\_\_\_  
Brief Description of Project and Film Services / Equipment Rental Requirements  
\_\_\_\_\_  
\_\_\_\_\_

I, as the undersigned, do hereby agree to all the terms and conditions as set forth in this document, as well as the equipment rental prices as set forth on the Visceral Psyche website, at the date of application below.

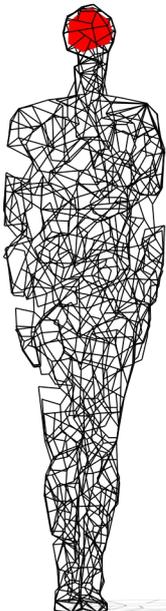
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please fill in all fields, then scan or photograph this page only and email it to: [mindmeld@visceralpsyche.com](mailto:mindmeld@visceralpsyche.com)

With thanks!

Paul Leeming c/o Visceral Psyche Films  
Mino 5-13-53-510, Mino-shi, Osaka 562-0001 JAPAN  
ph: +81 80 8439 4635  
[www.visceralpsyche.com](http://www.visceralpsyche.com)



## TERMS &amp; CONDITIONS – FILM SERVICES

You ("you" or the "Client") are engaging Visceral Psyche ("us", "we" or "Visceral Psyche") of Mino 5-13-53-510, Mino-shi, Osaka 562-0001 JAPAN as an independent contractor for creating a video and related services (the "Services"). In consideration of the mutual obligations specified in this Video Services Agreement (the "Agreement"), the parties, intending to be legally bound hereby, agree to the provisions of this Agreement.

## 1. The Process, the Services and Payment

(a) Scope. We render the Services on a project basis unless we otherwise agree in writing. The initial scope of the Services for your project will be set forth in our final estimate to you, as modified by any changes agreed by you and us before we issue our first invoice.

(b) Pricing, and First Payment. We will determine a price for the Services based on the initial scope of the Services. We will specify this price in our first invoice to you. The amount of the first invoice will be a minimum of 50% and up to 100% of the total initial price unless otherwise specified on the initial invoice. Payments can be made by electronic, bank or wire transfer, or other method to which we mutually agree. Your payment of the first invoice amount indicates your agreement to the amount of the total initial price, and we will begin work after you pay the first invoice.

(c) Change Management Process. When edit services are included in our initial invoice, the price will include some rounds of revisions to the work we produce for you. The following provisions control what revisions will be included in our initial price, what revisions or other scope changes will be outside the scope of Services included in the initial price, and the procedures governing any out of scope Services.

(i) If your project includes a script, revisions to the script are limited to 2 rounds. Once a final script has been approved, and the voiceover has been recorded, you may request a single round of minor changes, including changes to the tone, emphasis or pronunciation. Major changes to the voiceover, like script edits and additions, are JPY50,000 per round and will be added to the final invoice (in the event that the video is already in a finished state, re-timing the video to match the voiceover will be billed at our daily edit rate).

(ii) If your project includes animation, storyboard and style frame revisions are limited to 2 rounds.

(iii) Each completed video includes 2 rounds of revisions. For animation, these included revisions must be related to the approved storyboard. Revisions or requests that are outside of the initial project description, such as scenes or ideas not included in the initial discussions or storyboard, will be considered out of scope.

(iv) In general, except for the included rounds of revisions set out above, any revisions, additions, or alterations to the project modifying the initial scope of the Services will be considered out of scope Services and subject to Visceral Psyche's standard rate of JPY50,000 per day. By way of example, such out of scope Services will include, but will not be limited to, changes in the extent of work, increases in the complexity of any elements of the project, and any changes made after approval has been given for a specific stage of design, documentation, or preparation. In addition, any Services requested by you faster than a previously established schedule, such as an accelerated timetable, may be deemed out of scope Services in our discretion.

(v) Visceral Psyche will inform you if any of your changes or other requests would require out of scope Services and the additional fees associated with any such out of scope Services. You will be responsible for the additional fees if Visceral Psyche proceeds with the out of scope Services.

(vi) Any additional costs or expenses incurred by Visceral Psyche during a project due to Client delays or extensions will be added to your fees.

(vii) When an event is broadcast live over the internet, a viewer hours limit included in the estimate. There may be cost increases of up to JPY10,000 per 100 viewer hours, if the number of viewers exceed the time limit.

(d) Scheduled Payments and Delivery. In non-crafted video service, final payment is due upon delivery of the raw footage. In crafted services, once you have approved the edited video produced by the Services, we will issue a final invoice for the Services relating to the project. If there is a payment schedule specified on the invoice, then payments will be made on schedule so that service can continue on schedule. The final invoice will include the remaining percentage of the total initial price, subject to adjustment downwards for any agreed upon reduction in scope and subject to adjustment upwards for any agreed upon increase in scope. The final invoice will be due and payable upon receipt. Once you have paid the final invoice (and any other outstanding invoices), we will deliver the final video file to you in .MOV or .MP4 format (or such other format as agreed in writing by us).

(e) Additional Payment Provisions. Visceral Psyche reserves the right to: (i) charge interest on amounts more than 10 days past due at a rate of 1.5% per month or, if lower, the highest rate allowed by applicable law; (ii) issue the final invoice (or pro rata portion thereof) if Visceral Psyche has requested Client input or feedback needed for the Services and more than four weeks have elapsed without the Client providing the requested input or feedback; and (iii) issue interim invoices, due and payable upon receipt, for up to 50% of any increase in fees for the Services resulting from changes in scope.

(f) No Hosting or Integration. The Client will be solely responsible for video hosting and website integration.

## 3. Intellectual Property

(a) Visceral Psyche assigns to the Client all right, title and interests to all of its copyrights in the video produced by Visceral Psyche pursuant to the Services, effective upon payment by the Client of the final invoice (and any other outstanding invoices) issued by Visceral Psyche pursuant to Section 2 above. Visceral Psyche makes no ownership claim with respect to any copyrighted materials, trademarks, trade secrets or other intellectual property supplied by the Client to Visceral Psyche for purposes of the Services.

(b) The Client grants Visceral Psyche (and its successors, assigns and affiliates) a non-exclusive, limited license to use any videos produced by Visceral Psyche, or portion thereof (including screenshots and including the Client's name and any embedded trademarks or service marks), for demonstration, sample and marketing purposes, including without limitation the right to display such material on Visceral Psyche's website. Visceral Psyche may also include client's name and trademark or service mark in a list of Visceral Psyche clients for marketing and promotional purposes. Visceral Psyche will not present any such material in a manner derogatory to the Client. This limited license is royalty free, worldwide, perpetual and non-revocable but is limited to the uses specified in this paragraph.

(c) The Client represents, warrants, and covenants that any text, graphics, sound, video, photos, designs, trademarks, service marks, or other artwork (each, an "element") furnished to Visceral Psyche for inclusion in a video or other project are owned by the Client or that the Client has all rights necessary for Visceral Psyche to incorporate any such element in any videos or other product of the Services. The Client will hold harmless, protect, indemnify and defend Visceral Psyche, its subcontractors, officers, directors, owners, employees, agents, representatives, and affiliates from any and all liability, damages, costs, or expenses (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements by Visceral Psyche or the inclusion of such elements in any video or other product of the Services.

(d) Subject to the rights granted to the Client or expressly retained by the Client pursuant to paragraph (a) above, Visceral Psyche will retain all intellectual property rights, including copyrights, ideas, trademark rights, and service mark rights, in any materials created by Visceral Psyche or its subcontractors in connection with the Services. For the avoidance of doubt, Visceral Psyche has no obligation to deliver, and grants no rights in, any rejected designs, documentation, illustrations, raw video and project files and audio/verbal scripts, including preliminary concepts, accepted or rejected elements, works in progress, and finished materials which have been created or furnished by Visceral Psyche during the course of providing Services.

(e) The Services do not normally include the collection or delivery of source files for individual components or elements included in the final video produced by Visceral Psyche for the Client. If the Client requests delivery of those files, Visceral Psyche reserves the right to condition delivery on the Client's payment of Visceral Psyche's fees and expenses on a time and materials basis, which may include charges from Visceral Psyche's subcontractors. The Client's use of any individual components or elements (e.g., stock photos) may be subject to third party license restrictions. The Client acknowledges that its rights in any such individual components or elements will be subject to the third party license restrictions.

## 4. Information and Confidentiality

(a) The Client will provide any and all information and decisions required for the successful outcome of the project and will designate to Visceral Psyche in writing of any portion of the project which is confidential.



(b) Visceral Psyche agrees to treat such designated information with the same degree of confidentiality as Visceral Psyche does with its own confidential information and, in any event, with no less than a reasonable degree of care. This obligation of confidentiality does not apply to (i) information that is published or otherwise becomes available to the general public without breach of this Agreement; (ii) information that has been furnished or made known by a third party that is not known by Visceral Psyche to be subject to an obligation of confidentiality to the Client; (iii) information that was in Visceral Psyche's possession without confidentiality restrictions prior to the date of disclosure to Visceral Psyche; (iv) information developed by Visceral Psyche independently of confidential information furnished to it; and (v) general information of a non-proprietary nature. In addition, if Visceral Psyche is required to disclose information in response to law, rule, court order, or other legal process, Visceral Psyche may do so without breach of its obligations of confidentiality. In the event of such required disclosure, Visceral Psyche will use reasonable efforts to notify the Client of the planned disclosure and will cooperate with the Client, at the Client's request and cost, in lawfully opposing any such required disclosure.

#### 5. Limitation of Liability

(a) Visceral Psyche's aggregate liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, for all losses or damages arising out of or relating to this Agreement or Services will in no case exceed the fees actually paid to Visceral Psyche under this Agreement.

(b) In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise will Visceral Psyche, its subcontractors, officers, directors, owners, employees, agents, representatives and affiliates be liable for special, incidental, exemplary, punitive, consequential, or indirect damages, including without limitation lost sales or profits. The foregoing limitations and disclaimers will apply irrespective of whether the possibility of such damages has been disclosed to Visceral Psyche in advance or could have reasonably been foreseen by Visceral Psyche.

#### 6. Termination

This Agreement may be terminated by either party if the other party commits a material breach of the terms hereof and fails to remedy the breach within 14 days of receiving written notification from the terminating party specifying the breach and requiring its remedy. Visceral Psyche may terminate this Agreement, effective upon 7 days' written notice to the Client, if Visceral Psyche has requested Client input or feedback needed for the Services and more than three weeks have elapsed without the Client providing the requested input or feedback, unless the Client provides the requested input or feedback prior to the effective date of termination provided in the notice.

On termination of this Agreement, or a postponement of the Services requested by the Client and agreed to by Visceral Psyche, for any reason, Visceral Psyche may invoice the Client, and the Client will pay Visceral Psyche, for all Services rendered and costs and expenses incurred to the date of termination or postponement. Any advance payment of fees will be credited against the amount due.

#### 7. Notices

Any notice required to be given under this Agreement must be given in writing by email, with a hard copy of the notice delivered by personal delivery or sent by a major overnight delivery service, for delivery in either case no later than the close of the second business day following the email notice. Notices will be deemed given on the first business day after the email was sent. Notices sent to Visceral Psyche must be sent to [mindmeld@visceralpsyche.com](mailto:mindmeld@visceralpsyche.com), with the subject line containing "Legal Notice", and with the hard copy sent to the address given on the "Communicate" page at [www.visceralpsyche.com](http://www.visceralpsyche.com) (or successor page or site). Notices sent to the Client must be sent to the email address provided by the Client in this Agreement or to such other email address as the Client may from time to time designate by notice, and the hard copy may be sent to the address, if any, provided by the Client for notice purposes or, if the Client has not provided such an address, to any other physical address provided by the Client to Visceral Psyche.

#### 8. General

(a) Fee quotations and proposals for Services are subject to amendment or withdrawal by Visceral Psyche at any time prior to the Client's payment of the first invoice issued by Visceral Psyche for the Services.

(b) Visceral Psyche will not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of God, acts or omissions of the Client, major equipment failures, loss of electrical power or internet connectivity, or any other act, omission, or occurrence beyond Visceral Psyche's reasonable control. If Visceral Psyche's performance is delayed by force majeure, the time for performance will be extended by the length of the delay.

(c) The parties hereby agree that each provision herein will be treated as a separate and independent clause, and the unenforceability of any one clause will in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement is for any reason held to be excessively broad as to scope, activity, subject or otherwise unenforceable at law, such provision or provisions will be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with applicable law.

(d) This Agreement and all aspects of the relationship between the parties hereto will be construed and enforced in accordance with and governed by the internal laws of Japan, without regard to its conflict of laws provisions.

(e) This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. All other negotiations and agreements (written or oral) between the parties relating to the subject matter hereof are superseded by this Agreement, and there are no representations, warranties, understandings, or agreements other than those expressly set forth herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not strictly for or against either party hereto.



V I S C E R A L P S Y C H E

## TERMS &amp; CONDITIONS – EQUIPMENT RENTAL

This Agreement is modelled on Common Practices in the Production Equipment Rental Industry, as Suggested by the Production Equipment Rental Association ("PERA").

These terms and conditions of this Rental Agreement, and all Schedules executed by you from time to time, form the contract (the "Rental Contract") between you and Visceral Psyche (the "Rental Company"), of Mino 5-13-53-510, Mino-shi, Osaka 562-0001 JAPAN. Each time you rent equipment and/or vehicles from Rental Company, you or a person signing on your behalf will sign a completed Schedule which will list all equipment rented (the "Equipment"), the return date, Equipment Insurance Addendum, any Foreign Use Addendum, if appropriate, and other matters of mutual agreement between you and Visceral Psyche (the "Rental Company"). These terms and conditions constitute additional provisions of the Rental Contract. The terms and conditions of each Schedule shall control only for that Schedule.

## 1. Pre-Production – Reserving And Testing

Reserving equipment. All orders placed for Equipment are considered temporary until reserved with a refundable 20% deposit. An order for Equipment is confirmed by your verbal or written confirmation of such order and receipt of refundable deposit. Confirmed orders can only be held with a credit card deposit or cleared bank payment. Confirmed orders cancelled more than 48 hours before checkout will not result in rental charges to you UNLESS your confirmed order prevented Rental Company from confirming an order for any of the Equipment for another customer. Confirmed orders cancelled less than 48 hours before checkout, or which prevented other confirmations shall result in rental charges.

Test the equipment ("equipment" includes all types of rental production equipment and/or vehicles). You may test the Equipment prior to taking delivery.

You are considered to have taken delivery of the equipment and therefore assume all risk of loss from the time that the Equipment is set aside from the Rental Company's general rental inventory for your use. You are responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests you must notify the Rental Company of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify the Rental Company of a defect or problem with the equipment supplied at the time of testing, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

## 2. Transporting Equipment – Pick Up &amp; Delivery

If you elect to pick up and return the equipment yourself, you must do so at the rental facility during regular business hours. Off-hours equipment return will result in a handling fee of JPY5,000 to cover labour and expenses incurred. If you do not pick up and/or return the equipment at the rental facility you are responsible for transportation to and/or from any location unless otherwise specifically agreed in writing. At your request and expense, the Rental Company may arrange shipment of the Equipment to your designated location. You are responsible for all costs (transportation charges, taxes, duties, brokers fees, bonds, insurance and any other costs) incurred during transit. The Rental Company is not responsible for shipping delays once the Equipment is delivered to your carrier. The Rental Company will not accept collect shipments from you.

## 3. Your Responsibilities With Regard To The Equipment

You assume all risks of loss. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use, or storage on the rental facility's premises. Your responsibility ends when the equipment is returned and the rental term has expired.

Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the premises during normal business hours; 2) an inventory has been completed and a missing and damaged list has been compiled, if needed; and 3) the term of the Rental Contract has expired. Since you are reserving the equipment for a determined period of time others will not be able to schedule use of the equipment during that period. Therefore, pro rated refunds will not be issued for early returns.

You are responsible for all equipment being stored for you by the rental house. You are responsible for all Equipment, which is picked up or stored by the Rental Company for your ultimate use. The Rental Company shall be acting as your agent in storing any such property which belongs to third parties. All risks of physical loss to property which is transported or stored by the Rental Company for your benefit shall remain your responsibility.

## 4. Restrictions Upon The Use Of The Equipment

Japan Domestic Use Only, Unless Otherwise Agreed. Equipment may be used in Japan only, unless accompanied by an authorised representative of Visceral Psyche or otherwise specifically agreed in writing.

Use by Qualified Technicians Only. The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws.

No Sublease by you is permitted. You may not sublease or permit use by anyone other than your qualified technician, of all or any part of the Equipment without written consent of the Rental Company.

Do Not Remove Serial Numbers or Cover Company Logos. You may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Rental Company.

## 5. No Warranty Or Guarantee

Rental Company gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose, productiveness, or any other matter of the equipment. Rental company shall be in no way responsible for their proper use in service and you hereby waive all remedies, warranties, guarantees or liabilities, expressed or implied, arising by law or otherwise (including without limitation any obligations of rental company with respect to fitness, merchant ability and consequential damages).

## 6. Equipment Damaged Or Destroyed While In The Field

As soon as you discover that equipment in the field is not properly operating, you should notify the Rental Company of the problem and if necessary return the Equipment to the Rental Company, freight pre-paid, for evaluation. The Rental Company will make a determination of the source of problem. If Rental Company determines that the problem was not caused by you, Rental Company will make a reasonable effort to promptly repair or replace the Equipment. In determining whether equipment should be replaced or repaired, the Rental Company's judgement shall be binding upon you.

Loss and damages. Upon return of damaged Equipment, the Rental Company will make a determination of the extent of the damage and the required repairs. You and/or your representative(s), will have a reasonable amount of time to inspect the damage. In determining whether Equipment shall be replaced or repaired, the Rental Company's judgment shall be conclusive upon you. Should the Rental Company determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices, without deduction for depreciation, plus transportation, tax and setup charges. If repaired, you shall be responsible for all repair costs.

Lost, stolen or destroyed equipment. In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices, without deduction for depreciation, plus transportation, tax and set up charges. As soon as you realize that equipment is missing, notify the rental company, and file a police report. In all instances immediately report any missing, lost, or stolen equipment to the Rental Company and file a report with the local authorities.

## 7. Rental Charges And Late Charges

Rental charges and payments. You agree to pay Rental Company rent determined by the daily rates set forth in the then current contract ("Rate Table"), for each and every day until all Equipment is returned to Rental Company's premises, as set forth below. Rental charges are subject to change without notice.



Deposits and balance of rental fees payable. Rental Company acknowledges receipts from you of the deposit and balance of rental fees payable, if any, shown on the Schedule. You agree to pay any outstanding taxes, insurance, damages, repairs, replacements, and other charges, immediately upon return of the Equipment, or the date due to be returned, whichever is later.

You must return the equipment on the date specified in the Schedule or be subject to additional charges. The last rental day shall be the day specified in the Schedule as the return date up till 18:00 that day. A full additional day's rental will be charged for any Equipment not returned by 18:00. If any of the Equipment is subject to a confirmed order from another customer for the day following the return date, a charge equal to three times full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. The increased Rental Rate shall apply only to such item(s) of Equipment as shall be the subject of such confirmation, unless such item(s) forms a part of other Equipment.

#### 8. Your Failure To Return Equipment On Time Can Impact The Working Schedules Of Other Professionals

If you return the equipment in damaged or non-working condition, or if Equipment is lost or stolen, destroyed or otherwise disappears or is not returned, the rental period will be extended by the time reasonably necessary to repair such damage or replace non-repairable or missing Equipment and return the item(s) to the Rental Company's general inventory. The extended rental period shall apply only to the damaged, non-working or missing item(s), of Equipment, unless the item(s) forms a part of other Equipment. There may be delays in repair or replacement attributable to causes beyond the Rental Company's control. The acceptance of the return of the Equipment by the Rental Company is not a waiver by the Rental Company of any claims that it may have against you.

Rental charges for the damaged, non-working or missing item(s) shall accrue at full daily rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to the Rental Company. If requested you shall advance the money in order to allow the Rental Company to repair or replace the equipment.

Weekends and holidays. When on a daily Schedule, you will be charged the daily rental rate for weekend days and Holidays if the Equipment is used.

Minimum charges. There may be minimum rental periods and/or special minimums applicable to Equipment to be used other than locally.

#### 9. Credit Information And Payment Terms

The terms of payment are based upon credit information you supply at the time of rental. Should there be any change in such information, you agree that the Rental Company may demand immediate payment without prior notice.

Payment terms. Rental invoices and loss and damage invoices are payable upon receipt of equipment. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge of 1.5% per month will be assessed, which you agree to pay. If the company places the account in the hands of an attorney or agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its agent.

Rental payments do not apply to purchase price. Rental payments may not be applied to the purchase price of any equipment.

Cancellation penalties. The Rental Company shall be entitled to compensation, not to exceed the rental payments, for any losses the Rental Company may sustain because of your cancellation of all or part of an order.

#### 10. Insurance Requirements

You must insure all the equipment. You shall, at your expense, and at all times during the rental, maintain in full force and effect insurance covering all Equipment rented, from all sources, for full replacement cost, except vehicles which are at actual cash value, and for loss of use (rents) of the Equipment. Coverage must begin from the time you have taken delivery of the Equipment and continue until the time the Equipment is returned.

You shall deliver to the Rental Company, prior to taking delivery of the Equipment, a Certificate of Insurance in form and substance satisfactory to the Rental Company, showing all risk coverage that is greater or equal to the replacement cost of all Equipment used by the production; coverage that extends through the time period for which the Equipment is denied; names Visceral Psyche as "Loss Payee" and as "Additional Insured"; and provides all-risk, world-wide coverage for Equipment in transit/shipping, when travelling out of Japan.

For any and all Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking delivery of Equipment, such insurance shall be written by reputable insurers acceptable to the Rental Company; your insurers shall agree to be the primary insurers of the Equipment during the rental period.

Notwithstanding this paragraph, you shall remain primarily liable to the Rental Company for full performance under the terms and conditions of the Rental Contract. Ten days notice must be given to Rental Company if insurance is reduced or cancelled. The Rental Company may enforce its remedies directly against you without resort to your insurance.

Property Insurance. Your insurance should be on a worldwide basis; shall name Visceral Psyche as Loss Payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment; vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision"; and all policies shall provide for 10 days written notice to the rental company before any policy shall be modified or cancelled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than JPY100,000,000.

Liability Insurance. You shall name the Rental Company as an additional insured on your liability insurance and your liability insurance shall be deemed primary insurance in the event of any claim or suit. Liability insurance shall meet the following minimums:

- Commercial General Liability: JPY100,000,000 per occurrence & annual aggregate
- Automobile Liability: JPY100,000,000 combined single limit
- Foreign Liability, if filming outside Japan: JPY100,000,000 per occurrence limit
- Aircraft Liability, if filming from an aircraft: JPY500,000,000

The rights of the Rental Company are not affected by your non-performance. Your insurers shall agree that the rights of the Rental Company under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by you, other than non-payments of insurance premiums. Should you fail to procure or pay the cost of maintaining in force the insurance specified in the Rental Contract or to provide the Rental Company upon request with satisfactory evidence of the insurance, the Rental Company may, but shall not be obligated to, procure the insurance and you shall reimburse the Rental Company on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement.

#### 11. Title And Ownership

You specifically acknowledge the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment.

#### 12. Right Of Entry And Inspection

The Rental Company shall have the right to inspect the Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of the Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, the Rental Company has the right to remove all of the Equipment without any liability to you, and without prejudice to the Rental Company's right to receive rent due or accrued to, including the date of removal of the Equipment.

#### 13. Indemnifying The Rental House

You agree to indemnify the Rental Company and to hold the Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, recited to, or arising from the use, transportation, condition (including, without



limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

#### 14. Miscellaneous Aspects Of The Rental Agreement

Company policies. Any written company policies set forth on the Visceral Psyche website or rental paperwork as in place from time to time, shall be part of this Agreement. Rental Company may change any such policy(s) from time to time without notice. In the event of inconsistency this Agreement shall control. This agreement shall be governed by the laws of Japan, and shall be deemed to have been made in, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of Japan. The English language version of this document is deemed to be regarded as the original and therefore authoritative version in any dispute.

When the customer is an entity, such as a corporation, limited liability company or partnership. The person(s) executing the Rental Agreement and each Schedule on behalf of such entity warrants that he/she has full authority of such entity to sign the Rental Contract and obligate the entity.

Default and breach of terms. If you default on any of the terms, covenants and conditions of the Agreement, or fail to punctually make any of payments hereunder, or any execution or other writ or process shall be issued in any action or proceeding against you whereby the Equipment might become or appear to become in danger of being seized, taken or detained, or if proceedings in bankruptcy, receivership or insolvency shall be instituted by or against you or your property, or if you shall enter into any arrangement or composition with your creditors, or in the event that any judgement is obtained against you, or if for any other reason Rental Company deems itself insecure, or the Equipment in jeopardy, then and in that event, Rental Company shall have the option of declaring the Rental Contract terminated and Rental Company may, without notice or demand, by process of law or otherwise, take possession of the Equipment and, for such purpose, may remove the Equipment, with or without force, and with or without notice of intention to retake the same, without being liable to you or any third party in any suit or action and you shall hold Rental Company harmless and indemnify Rental Company against any such claims or alleged liability to third parties.

Nothing contained herein shall be construed to bar or prevent Rental Company, in the event of monies being due it for rental, repair, replacement, or other costs, from suing and receiving the monies due it, and from repossession of the Equipment, the costs and expenses of which inclusive legal fees, shall be borne by you. Any or all of the foregoing remedies are expressly permitted, consented to, and authorised by you.

Rental company's option to terminate. You hereby grant Rental Company the option to terminate the Rental Contract on 24 hours notice, either by mail, personal notice, telephone, or facsimile. Upon the exercise of such option, you shall forthwith return to Rental Company's premises, at your risk and expense, all Equipment in the same condition as when first delivered to you.

Waiver. The acceptance and return of the Equipment shall not constitute a waiver by Rental Company of any claims that it may have against you, nor a waiver of claims for latent or patent damage to Equipment. The Rental Contract may not be amended or modified except in writing, signed by both parties.

#### 15. Time Is Of The Essence In This Rental Contract

Entire agreement. The signed Rental Contract and these Terms & Conditions constitute the entire agreement between you and the Rental Company. Any changes must be made in writing and agreed to by both parties.



V I S C E R A L P S Y C H E