TERMS OF SERVICE

PRIME TIME TELEVISION B.V.

JULY2024

VERSION 1.0 OF THE TERMS OF SERVICE OF PRIME TIME TELEVISION B.V., A DUTCH PRIVATE COMPANY WITH LIMITED LIABILITY, WITH ITS REGISTERED OFFICE IN (2803 MC) GOUDA, THE NETHERLANDS AT HANZEWEG 12D, REGISTERED IN THE DUTCH TRADE REGISTER WITH FILE NUMBER 80648908.

ARTICLE 1 – DEFINITIONS

In these Terms of Service, the following phrases will have the following definitions, unless explicitly indicated otherwise:

1.1 Contractor: Prime Time Television B.V. or the individual(s) or organisation(s) authorised to act on behalf of Prime Time Television B.V.

1.2 Customer: Any person having granted an Assignment to Contractor to carry out work, provide for services and/or deliver products.

1.3 Agreement: The confirmation of work issued by Contractor which is accepted by Customer and is signed by both parties with which an Assignment is granted. An Agreement may also be described as Participation Agreement, Participation Allotment or Contract.

1.4 Assignment: The work, services and/or products on which Customer and Contractor have upon agreed to be carried out and/or delivered by Contractor and the conditions to which they are subject. The Assignment comes to exist upon confirmation of the Participation Agreement or Participation Allotment by both Parties.

1.5 In Writing: includes in actual writing, as well as digital correspondence such as e-mail, text message and WhatsApp.

1.6 Person: any natural or legal person.

1.7 Additional work: all additional work, services and/or products issued by Customer in consultation with Contractor, either In Writing or verbally, during the performance of the Assignment in addition to the work explicitly agreed upon in the Agreement and/or additional items selected by Customer by having checked these items in the Participation Allotment.

ARTICLE 2 – APPLICABILITY

2.1 These Terms of Service apply on all offers, quotes, work, services, products, Assignments and Agreements between Contractor and Customer(s) and/or their legal successors respectively. Any conditions on behalf of Customer only apply if they are accepted by Contractor In Writing.

2.2 These Terms of Service also apply to all Assignments of and Agreements with Contractor, in which third parties are involved for the purpose of executing the Agreement. The applicability of any terms and conditions or purchasing conditions on behalf of Customer is explicitly rejected.

2.3 Should one or more of the provisions of these Terms of Service be declared invalid or null and void, all other provisions will remain in full effect. Contractor and Customer will then consult one another to agree upon new (a) new provision(s) to replace the provision(s) that was/were struck down or quashed, in which the spirit and intent of the original provision(s) is retained to the furthest possible extent.

2.4 If Contractor does not require strict compliance with these Terms of Service at all times, this does not implicitly or explicitly mean that specific provisions do not apply or apply in a diminished way, or that Contractor would in any way relinquish the right to require strict compliance with these Terms of Service in other situations.

2.5 Any deviations from these Terms of Service are only valid if they have been explicitly agreed upon in writing, after which they only apply to the specific Agreement to which these deviations apply.

ARTICLE 3 – PROVIDING FOR INFORMATION AND COOPERATION

3.1 Customer will timely submit to Contractor all documents, information and contacts required for a proper performance of the Assignment.

3.2 Customer will cooperate in any way necessary to ensure a proper performance of the Assignment.

ARTICLE 4 – PERFORMANCE OF THE ASSIGNMENT AND THIRD PARTY INVOLVEMENT

4.1 Contractor will carry out all work in the context of the Assignment to its best professional judgement, expertise and powers. To the extent required for a proper execution of the Assignment, Contractor has the right to involve third parties to perform (parts of) the work.

4.2 Contractor is required to deliver an utmost effort to meet and attain the requirements and quality agreed upon.

4.3 Contractor shall not in any way be liable for any work carried out by third parties, if said work is part of a direct agreement between any third party and Customer.

4.4 Contractor shall not in any way be liable for any damage, regardless of its nature, based on having operated or acted on incorrect and/or incomplete information issued by Customer, unless Contractor should have been aware of the inaccurate or incomplete nature of said information.

4.5 If a phased execution of the Agreement is agreed upon, Contractor has the right to suspend the performance of work that is part of a next phase, until and unless Contractor has approved the results of the previously completed phase(s) In Writing.

4.6 If Contractor, or any third party contracted by Contractor, carries out work at the location of Customer or a location selected by Customer, Customer will, at no cost, provide for all facilities reasonably requested by the staff members of Contractor or any third party, unless other arrangements have been agreed upon In Writing.

ARTICLE 5 – MODIFYING THE AGREEMENT, ADDITIONAL WORK

5.1 Customer accepts that the scheduling of the Assignment can be influenced if Parties agree on a different approach, work method or scope of supply of the Assignment and the subsequent work.

5.2 If Customer causes any changes to the performance of the assignment, Contractor will, in consultation with Customer, implement the necessary changes. If this leads to additional work, this will be charged to Customer as an additional Agreement. Contractor has the right to charge the additional expenses for modifying the Agreement to Customer.

5.3 In deviation of paragraph 2 of this article, Contractor is not entitled to charge additional work if the modification or supplementation of the Assignment is caused by circumstances which are attributable to Contractor.

ARTICLE 6 – RESCHEDULING THE RECORDING DATE

6.1 The scheduled recording date can be rescheduled by Customer up to 10 business days prior to the recording date by indicating this in writing. Rescheduling a recording date within 10 business days of the scheduled date will incur a cost of € 750.

6.2 Contractor has the right to, if necessary, reschedule the recording date to a new date to be agreed upon with Customer.

ARTICLE 7 – MODIFICATIONS OF THE EDITING ASSIGNMENT

7.1 The edited item will be submitted by Contractor to Customer for approval, for instance by providing Customer with a YouTube link.

7.2 Customer has the right to request a single round of reasonable modifications without incurring additional costs.

7.3 To this extent, Customer will submit the desired modifications to Contractor In Writing and within the time period indicated for this purpose by Contractor. If no requested modifications have been received by Contractor In Writing within this time period, Customer will deemed to have entirely approved the edited item.

ARTICLE 8 – TIME AND DATE OF BROADCASTING TELEVISION ITEMS

8.1 Every broadcast time and date of television items, programmes, commercial breaks and/or television commercials, as mentioned in the Agreement and/or Participation Allocation is indicative. Contractor retains the right to change the date and time on which the television item, programmes, commercial breaks and television commercials are broadcasted.

8.2 If the changed date and/or time is unacceptable for Customer, Customer is entitled to cancel the Assignment in observance of the conditions of Article 9 of these Terms of Service.

ARTICLE 9 – CANCELLATION OF ASSIGNMENTS

9.1 Customer retains the right to cancel an Assignment issued to Contractor. If an Assignment is cancelled by Customer within 10 business days after having signed the Agreement, Customer owes a 50% compensation of the amount agreed upon to Contractor.

9.2 If an Assignment is cancelled by Customer after 10 business days of having signed the Agreement, Customer owes a 100% compensation of the amount agreed upon to Contractor.

9.3 The cancellation of an Assignment can exclusively take place In Writing.

9.4 In this article, the Agreement refers to the confirmed Participation Allotment.

9.5 The cancellation fee must be settled within 14 days after the cancellation In Writing.

ARTICLE 10 – PAYMENT CONDITIONS

10.1 All prices mentioned in quotes, Participation Allotments or offers are exclusive of VAT and any other government levies.

10.2 If it is required for the performance of the work within the framework of the Assignment, that Contractor travels to a location outside of the Netherlands as determined by Customer, the travel and accommodation expenses are borne by Customer, unless explicit agreements to the contrary are made In Writing.

10.3 Term of payment: Unless otherwise agreed in writing, payment shall be made by the customer within fourteen (14) days from the date of the signing of the agreement. If the amount is not paid 2 days before the recording date, the recordings will be cancelled and there a a fine of €1,000 will be charged. Objections to the amount of the invoices do not suspend the payment obligation.

10.4 Payment obligation: The customer is obliged to pay the full amount due within the specified payment period, without any deduction, discount or set-off, unless expressly agreed otherwise.

10.5 Late payment: If the customer fails to pay within the specified payment period, the customer is legally in default without further notice of default being required. In this case, the customer shall owe statutory interest from the due date until the day of full payment.

10.6 Additional costs: All judicial and extrajudicial costs incurred to collect the amount due shall be borne by the customer. The extrajudicial collection costs are at least 15% of the amount due, with a minimum of €150.

10.7 Alternating provisions: Alternative payment terms shall only be valid if agreed in writing between the supplier and the customer.

ARTICLE 11 – LIABILITY

11.1 Contractor will carry out its work to the best of its abilities and observe all carefulness that may be expected of a contractor. Every Assignment accepted by Contractor results in a performance agreement, requiring Contractor to deliver the best possible professional effort without ever being liable for any results that are not met.

11.2 If an error occurs as a result of Customer having issued incorrect or incomplete information to Contractor, Contractor is not liable for any damage occurring as a result of this event.

11.3 Contractor is not responsible or liable for the content of promotional materials submitted by Customer.

11.4 If Contractor falls short in the fulfilment of its obligations in the agreement, Contractor is only liable for any damage caused by this event if and to the extent that Contractor has done so either intentionally or by gross negligence.

11.5 Contractor is not liable for the loss of or damage to any materials submitted by Customer or third parties, except if said loss or damage was caused intentionally or as a result of gross negligence by (staff members of) Contractor and/or third parties contracted by Contractor.

11.6 Not withstanding the previous articles of this paragraph, the contractual and legal liability of Contractor is at all times limited to the amount determined for the specific Assignment on which the event applies.

11.7 Customer shall safeguard Contractor for all claims assumed and exercised by third parties to compensate any damage suffered, costs incurred, profit loss and other expenses that may in any way relate to or result from the execution of the Agreement by Contractor.

ARTICLE 12 – RETENTION OF TITLE

12.1 All video footage and audio material recorded and/or edited by Contractor will at all times remain the property of Contractor.

12.2 Customer is entitled to, upon having fulfilled all obligations toward Contractor, use the edited item for personal promotional purposes.

12.3 Without diminishing the rights of Customer, Contractor will at all times retain ownership of the copyrights and all other intellectual property rights, as well as the rights of (re)production and other rights of replication.

ARTICLE 13 – SUSPENSION, TERMINATION AND/OR DISSOLUTION OF THE AGREEMENT

13.1 If Customer does not, does not properly or does not timely meet any of his obligations originating from the Assignment agreed upon with Contractor or any Agreement related to it, or if a well-founded fear exists that Customer is not or will not be able to meet all his obligations to Contractor, as well as in case of a bankruptcy, payment moratorium, cessation, dissolution or partial ownership transfer – whether or not as security – of the company of Customer, including the transfer of a significant part of his claims, Customer is entitled to, without requiring any notice of default or judicial intervention, either suspend the execution of the Assignment for a maximum duration of 6 months, or to dissolve the Assignment either partially or in whole, without such an act leading to any requirement for damage compensation or issuance of security.

13.2 In case of a suspension and/or dissolution pursuant to paragraph 1 of this article, the price agreed upon minus any part already settled becomes immediately due.

13.3 Customer does not have the right to claim a retrospective dissolution of the Agreement.

ARTICLE 14 – TRANSFERABILITY, RIGHTS AND BROADCAST TIME

14.1 Customer is prohibited to, without the prior explicit written consent of Contractor, transfer or relinquish any of the rights and obligations arising from the Agreement, or parts of the Agreement, to any third part(y)(ies).

ARTICLE 15 – CHANGES TO THESE TERMS OF SERVICE

15.1 Contractor is at all times at liberty to modify these Terms of Service.

ARTICLE 16 – APPLICABLE LAW AND LANGUAGE

16.1 Any and all (potential) Assignment(s) and (potential) Agreement(s) between Contractor and Customer are exclusively subject to Dutch law.

16.2 Any and all legal disputes shall be settled by the competent district court of Rotterdam, the Netherlands, unless compulsory law dictates otherwise. The same applies if Customer does not reside in the Netherlands or is officially registered in another country.

16.3 As a translation of the original Dutch Terms of Service (‘Algemene Voorwaarden’), these English Terms of Service are made available as a service. In the case of any discrepancy between the Dutch and English version, the text and meaning of the Dutch version shall always prevail.