

# TRIP TO THE MOON FILMS

## Terms and Conditions - Trip to the Moon Films B.V.

### Main Terms and Conditions\*

*\*Please see our Complete General Terms & Conditions below for the full scope of our Agreement.*

1. If the total amount of your project exceeds 5.000 euros, you will receive an invoice for the first 50% of the offered amount after the offer is accepted, 40% after start of the production and 10% upon final delivery.
2. Trip to the Moon Films shall only commence work under the Agreement following the payment of the first half of the total amount of the quotation by the Client to Trip to the Moon Films and receipt of such payment by Trip to the Moon Films. Any assignments below an agreed value of 5.000 euro's will be invoiced and become payable in full (100%) upon acceptance of the offer and prior to commencement of work by Trip to the Moon Films.
3. Included in our offer are two correction rounds for edit, grading and sound-design. Any clear errors from our side are outside the scope of these correction rounds until the final invoice is sent. Additional correction round cost can be discussed in advance.
4. The payment term for any invoice is 14 days.
5. Overtime work is billed at 150 euro's per hour per crew/cast member still on set after the agreed wrap time (rounded up). A production day is 10 hours door-to-door per crew member. Any other costs directly related to the overtime work (including any additional rental fees, location fees, fees for objects used or rented, or any other additional costs incurred or charged by third parties) shall also be borne by you.
6. Raw video material is not included. Price depends on project size but normally we charge 450 euros per project (excluding disk).
7. Video hosting service and storage is not included unless agreed otherwise.
8. If transportation/parking, cast/crew living, location, additional rental and props/costume costs are not included in your offer they will be charged afterwards (due to the unpredictable nature of these costs for some projects). Changes in the briefing can lead to changes in the offered quote.
9. An agreed deadline is an intended target date, we cannot guarantee a delivery deadline and we cannot be held liable for any delays.
10. Cancellation cost: If the shoot is cancelled more than 2 weeks before the 1st shoot date, all costs incurred directly related to the cancelled shoot, including management costs, plus 50% of production salaries will be charged. If the shoot is cancelled less than 2 weeks before the 1st shoot date, all costs incurred directly related to the cancelled shoot, including management costs, plus 75% of production salaries will be charged. If the shoot is cancelled within 24 hours before the 1st shoot date, all costs incurred directly related to the cancelled shoot, including management costs, plus 100% of production salaries will be charged.
11. Our standard format for video delivery is prores or MP4 codec 16:9 (landscape) and the video length shall be agreed on a case by case basis. Different formats, edit lengths or different codecs of end product are not included in the offer unless stated otherwise.
12. Costs (if any) related to the (sub) licensing, using, or buying out of portrait rights and/or any extensions thereof are not included in the offer unless stated otherwise. Client must give the rights extension request no later than 3 months prior to a new broadcasting date. Trip to the Moon Films cannot guarantee that its cast will approve such rights extension request. Trip to the Moon will charge a production fee for the handling of the

rights extension request. Trip to the Moon Films is not responsible for any fees or any claims in relation to expired portrait rights if Trip to the Moon Films has not been informed or timely given a rights extension request.

13. Trip to the Moon Films is always allowed to use the final product for its own PR purposes.

14. All amounts indicated in this summary and in the offer are exclusive of VAT unless otherwise indicated.

## Complete General Terms and Conditions

### Article 1. General

1. These terms and conditions (the “**Terms**”) apply to all legal relationships between *Trip to The Moon Films B.V.* (hereinafter “**Trip to the Moon Films**”), and you, being the person or company that issued the assignment for work to, or the contractual counter-party of, Trip to the Moon Films (hereinafter: the “**Client**”), insofar as Trip to the Moon Films and Client (together hereinafter referred to as the “**Parties**” and each individually a “**Party**”) have not explicitly and in writing deviated from these Terms.
2. If one or more provisions in these Terms are at any time wholly or partially invalid or should be declared void, then the other provisions in these Terms remain fully applicable. Trip to the Moon Films and the Client will then enter into consultation in order to agree new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and scope of the original provisions.
3. If a situation arises between the Parties that is not regulated in these Terms, then this situation must be assessed in the spirit of these Terms.
4. Parties are obliged to maintain confidentiality with regard to confidential information obtained in the context of (the implementation of the) Agreement (as defined below), unless any statutory provision, regulation or other rule requires them to do so; or, if the information has already been revealed or is already accessible to third parties; or, if one of the Parties acts for itself in disciplinary, civil or criminal proceedings where this information may be of interest. Parties can grant each other an exemption in this regard. Information is considered confidential if this is communicated by the other Party or if this results from the nature of the information.

### Article 2. Offers and pricing

1. All quotations and offers from Trip to the Moon Films are without any obligation, unless a period for acceptance is stated in the quotation. If no acceptance period has been set, no rights whatsoever can be derived from the quotation or offer if the product to which the quotation or the offer relates is no longer available in the meantime.
2. Trip to the Moon Films cannot be held to its offers or quotations if the Client can reasonably understand that the offers or quotations, or a part thereof, contain an obvious mistake or error. In addition, an offer to enter into an Agreement (as defined below) by Trip to the Moon Films can be made both in writing and orally, and such is based on the information provided for that purpose by the Client, whereby Trip to the Moon Films can rely on its accuracy and completeness. In the event of proven inaccuracy or incompleteness thereof, the Client cannot derive any rights from an (accepted) quotation or offer.
3. The prices stated in a quotation or offer, and in these Terms and the summary thereof, are exclusive of VAT and other government levies, unless stated otherwise.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the offer or the quotation, then Trip to the Moon Films is not bound by the entire acceptance. The Agreement will then not be concluded in accordance with this deviating acceptance, unless Trip to the Moon Films indicates otherwise.
5. A compound quotation does not oblige Trip to the Moon Films to execute part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.
6. Acceptance of an offer is made by the Client confirming acceptance of the offer and the applicability of these Terms thereto. Offer and acceptance together with these Terms constitute the entire agreement between the Parties (the “**Agreement**”).
7. Trip to the Moon Films shall only commence work under the Agreement following the payment of the first half of the total amount of the quotation by the Client to Trip to the Moon Films and receipt of such payment by Trip to the Moon Films.

### Article 3. Contract duration; execution times, risk transfer, execution and modification Agreement, increase of price

1. The Agreement between Trip to the Moon Films and the Client is entered into for an indefinite period of time, unless the nature of the Agreement dictates otherwise or if the Parties expressly agree otherwise in writing.
2. If a period has been agreed or stated for the execution of certain activities or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Client must give Trip to the Moon Films written notice of default. Trip to the Moon Films must then be offered a reasonable period in which to fulfill its obligations.
3. Trip to the Moon Films has the right to have certain work done by third parties.
4. If work is carried out by Trip to the Moon Films or third parties engaged by Trip to the Moon Films in the context of the assignment at the location of the Client or at a location designated by the Client, the Client will provide reasonably required care and facilities for those employees free of charge.
5. All services of Trip to the Moon Films are performed on the basis of a best efforts obligation unless and insofar as Trip to the Moon Films has explicitly promised a result in the Agreement and this result has also been described with sufficient accuracy and certainty.
6. The Client ensures that all information which Trip to the Moon Films indicates to be necessary or which the Client should reasonably understand to be necessary for the execution of the Agreement, will be provided to Trip to the Moon Films in a timely manner. provided. If the information required for the execution of the Agreement has not been provided to Trip to the Moon Films in time, Trip to the Moon Films has the right to suspend the execution of the Agreement. Additional costs resulting from the delay in accordance shall be borne by the Client. The execution period does not start until after the Client has made the information available to Trip to the Moon Films. Trip to the Moon Films is not liable for damages of any nature whatsoever if this due to incorrect and/or incomplete information

provided by the Client.

7. If during the execution of the Agreement it appears that for a proper implementation thereof it is necessary to change or supplement it, then the Parties will proceed to adjust the Agreement in a timely manner and in mutual consultation. If the nature, scope or content of the Agreement, whether or not at the request or instruction of the Client, of the competent authorities, etc., is changed and the Agreement is thereby amended in qualitative and / or quantitative terms, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. Trip to the Moon Films will provide a quotation in advance. In addition, the originally specified term of execution can be changed by changing the Agreement. The Client accepts the consequential possibility of having to amend the Agreement, including amendments to price and execution time.

8. Should the Client fail to properly comply with its obligations to Trip to the Moon Films, then the Client is liable for all direct or indirect damages that result on the part of Trip to the Moon Films.

#### **Article 4. Suspension, dissolution and early termination of the Agreement**

1. Trip to the Moon Films is entitled to suspend or terminate the Agreement if the Client does not fully or timely fulfill the obligations that arise from the Agreement. If, after the conclusion of the Agreement, circumstances arise which give good reason to fear that the Client will not fulfill its obligations, or if, at the conclusion of the Agreement, the Client was requested to provide security for the fulfillment of its obligations under the Agreement and this security is not provided or is insufficient, or if, due to the delay on the part of the Client, Trip to the Moon Films can no longer be required to comply with the Agreement under the originally agreed conditions, Trip to the Moon Films shall also be entitled to suspend or terminate the Agreement.

2. Trip to the Moon Films is also entitled to terminate the Agreement if circumstances arise that are of such a nature that fulfillment of the Agreement is impossible or if circumstances otherwise arise that are of such a nature that the unaltered existence of the Agreement cannot reasonably be demanded from Trip to the Moon Films.

3. If the Agreement is terminated, any amounts due to Trip to the Moon Films by the Client become immediately payable (*direct opeisbaar*). If Trip to the Moon Films suspends the Agreement, it will retain its rights under the law and Agreement.

4. If Trip to the Moon Films suspends or terminates the Agreement, it is in no way obliged to compensate Client damages and costs arising as a result thereof.

5. If the termination is attributable to the Client, Trip to the Moon Films is entitled to compensation for all direct and indirect damages resulting from such termination.

6. If the Client fails to fulfill its obligations under the Agreement and this non-compliance justifies dissolution, then Trip to the Moon Films is entitled to dissolve the Agreement immediately and with immediate effect without any obligation on its part to pay any compensation, while the Client, by virtue of default, shall be required to compensate Trip to the Moon Films for all direct and indirect damages resulting from such dissolution.

7. If the Agreement is prematurely canceled by Trip to the Moon Films, Trip to the Moon Films will arrange for the transfer of work still to be performed to third parties in consultation with the Client. Unless the cancellation is attributable to the Client. If the transfer of the work entails additional costs for Trip to the Moon Films, these will be charged to the Client. The Client is obliged to pay these costs within the specified period.

#### **Article 5. Force majeure**

1. Trip to the Moon Films is not obliged to fulfill any obligation towards the Client if it is prevented from doing so as a result of a circumstance that is not due to its own fault (*onvoorziene omstandigheid*).

2. Force majeure is understood in these Terms, in addition to what is understood in this regard by law and case law, to be all external causes, foreseen or unforeseen, over which Trip to the Moon Films cannot exercise influence, but as a result of which Trip to the Moon Films is unable to meet its obligations.

3. Trip to the Moon Films can suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the Parties is entitled to terminate the Agreement, without obligation to compensate damages to the other Party.

4. If Trip to the Moon Films, at the time of the occurrence of the force majeure event or circumstance, has fulfilled part of its obligations under the Agreement or is able to fulfill them, and the part fulfilled or to be fulfilled has a separately specifiable value, Trip to the Moon Films shall be entitled to invoice the part that has already been fulfilled or is to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate agreement or separate payment obligation under the Agreement.

#### **Article 6. Payment and collection costs**

1. If the total amount of your project exceeds 5.000 euros, you will receive an invoice for the first 50% of the agreed amount after the offer is accepted, 40% after start of the production and 10% upon final delivery. Any assignments below an agreed value of 5.000 euro's will be invoiced and become payable in full (100%) upon acceptance of the offer. Payment must be made in the manner as indicated by Trip to the Moon Films and in the currency stated on the invoice, unless otherwise indicated in writing by Trip to the Moon Films. The payment term for any invoice is 14 days, which is a final term (*fatale termijn*).

2. If the Client fails to pay an invoice on time, the Client shall be in default (*in verzuim*). The Client will then owe Trip to the Moon Films an interest of 5% per month, unless the official legal interest for business transactions is higher, in which case the legal interest shall be due. The interest on the outstanding amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

3. In case of partial payments by the Client, such partial payments shall first satisfy the additional collection costs (if any) in connection with the outstanding amount, then the interest still due and finally the principal sum and the remaining interest. Trip to the Moon Films can, without being in default as a result, refuse an offer for payment if the Client designates a different order for the allocation of the payment. Trip to the Moon Films can refuse full repayment of the principal, if the outstanding and current interest and collection costs are not paid.

4. The Client is never entitled to set off what it owes Trip to the Moon Films. Objections to the amount of an invoice do not suspend the payment obligation. The Client who does not appeal to section 6.5.3 (articles 231 up to and including 247, book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.

5. If the Client makes performance by Trip to the Moon Films of its obligations pursuant to the Agreement impossible or if it hinders Trip

to the Moon Films in carrying out its obligations pursuant to the Agreement (e.g. by not offering necessary cooperation upon reviewing productions in accordance with in Article 8.6 of these Terms), then Trip to the Moon Films is entitled to claim payment in full as if such efforts had been fully made.

#### **Article 7. Retention of title (*eigendomsvoorbehoud*)**

1. The products supplied by Trip to the Moon Films in the context of the Agreement remain the property of Trip to the Moon Films until the Client has properly fulfilled all its obligations arising from the Agreement concluded with Trip to the Moon Films.

2. The products supplied by Trip to the Moon Films that fall under the retention of title (*eigendomsvoorbehoud*) pursuant to paragraph 1. may not be resold and may never be used as a means of payment. The Client is not authorised to pledge or encumber the property subject to retention of title in any other way.

#### **Article 8. Guarantees, research and complaints, limitation period, correction rounds**

1. The goods to be delivered by Trip to the Moon Films meet the usual requirements and standards that can reasonably be expected from them at the time of delivery, taking into account their intended normal use in the Netherlands.

2. The Client is obliged to investigate or have investigated the products delivered, immediately when the goods are made available to it or when the relevant work has been carried out. In addition, the Client should investigate whether the quality and/or quantity of the delivery corresponds to what has been agreed and meets the requirements that the Parties have agreed in this regard. Any visible defects must be reported in writing to Trip to the Moon Films within seven days after delivery. Any invisible defects must be reported to Trip to the Moon Films in writing immediately, but in any case no later than fourteen days after discovery thereof and no later than 30 days after delivery. The report must contain a description of the defect that is as detailed as possible, so that Trip to the Moon Films is able to respond adequately. The Client must give Trip to the Moon Films the opportunity to investigate a complaint and to have it repaired.

3. Any complaints made do not suspend payment obligations of the Client. In that case, the Client also remains obliged to purchase and pay for the further ordered products as prior ordered from Trip to the Moon Films.

4. If a defect is reported later, the Client no longer has the right to repair, replacement or compensation. After the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.

5. If it is established that an item is defective and a timely complaint has been made in that regard, then Trip to the Moon Films will return the defective item within a reasonable period of time after receipt thereof or, if return is not reasonably possible, and after having received a written notification of the defect by the Client, at the sole discretion of Trip to the Moon Films, replace the product or arrange for their repair or replacement. In the event of replacement, the Client is obliged to return the replaced item to Trip to the Moon Films and to transfer ownership thereof to Trip to the Moon Films, unless Trip to the Moon Films indicates otherwise.

6. Apart from any visible / invisible defects, the Client has the right to have a substantive correction to the delivered film(s) twice within 30 days after delivery by Trip to the Moon Films. After these 30 days, or two corrections made, the Client's entitlement to corrections expires and Trip to the Moon Films can claim full payment of any outstanding amounts due in connection with Article 6.5 of these Terms.

#### **Article 9. Liability**

1. If Trip to the Moon Films should be liable, then this liability is limited in accordance with this provision.

2. Trip to the Moon Films is not liable for damage of whatever nature caused by Trip to the Moon Films based on incorrect and/ or incomplete information provided by or on behalf of the Client.

3. The liability of Trip to the Moon Films is in any case always capped at the lower amount of: (i) the amount paid out by its insurer, if insured, and (ii) the total amount of fees collected from Client under the Agreement.

4. Trip to the Moon Films is only liable for direct damage.

5. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms, any reasonable costs incurred to compensate for the poor performance of Trip to the Moon Films, insofar as this can be attributed to Trip to the Moon Films and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these Terms. Trip to the Moon Films is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.

6. Trip to the Moon Films will store the goods entrusted to it by the Client following this Agreement with the care of a good depository. Trip to the Moon Films is not, however, liable for damage to the entrusted goods and storage of files. Trip to the Moon Films is not responsible for the loss of film images or other works due to unforeseen circumstances, including but not limited to computer crashes, fire, burglary or other IT and/or cybersecurity related events or issues.

7. The limitations of liability included in this article do not apply if the damage is due due to intent or gross negligence of Trip to the Moon Films.

#### **Article 10. Disclaimer**

1. The Customer indemnifies Trip to the Moon Films for any claims of third parties in connection with the execution of the Agreement, provided that the cause of the damage suffered cannot be attributed to Trip to the Moon Films. Should Trip to the Moon Films be sued by third parties on that basis, then the Client is obliged to assist Trip to the Moon Films both outside and in court and immediately do everything that may be expected of it in that case. If the Client fails to take adequate measures, Trip to the Moon Films is entitled to do so itself without further notice. All costs and damage on the part of Trip to the Moon Films and third parties that arise as a result, are entirely for the account and risk of the Client.

#### **Article 11. Intellectual property**

1. Trip to the Moon Films reserves the rights and powers that accrue to it under the Copyright Act and other intellectual laws and regulations. Concepts, (video) productions, illustrations, (test) designs and the like are owned by and remain with Trip to the Moon Films. These may therefore not be reproduced, reproduced or edited without written permission from Trip to the Moon Films.

2. Trip to the Moon Films has the right to use the knowledge and image material it has produced or used as a result of the execution of an Agreement for other purposes, including promotional purposes, insofar as no strictly confidential information from the Client is hereby

disclosed to third parties.

3. Trip to the Moon Films remains the owner of the raw footage that is used to make the final films unless otherwise agreed with the Client.

#### **Article 12. Storage**

1. Trip to the Moon Films is no longer responsible for the storage of the image material after the delivery of the image material. After delivery of the item as stipulated in the Agreement, the Client can not make any claim to any delivery by Trip to the Moon Films.

#### **Article 13. Applicable law and disputes**

1. The Agreement and these Terms are exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the Party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

2. Any disputes in relation to the Agreement shall be settled at the appropriate Dutch court.

3. Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

#### **Article 14. Correction, Overtime, Raw Footage, Quotes, Cancellation Cost, Usage and PR**

1. Included in the offer are two correction rounds for editing, grading and sound-design. Any clear errors from our side are outside the scope of these correction rounds until the final invoice is sent. Additional correction round costs can be discussed in advance.

2. Overtime costs 150 euros per hour per crew/cast member still on set after the agreed wrap time (rounded up). A production day contains 10 hours door-to-door per crew member.

3. Raw video material is not included. The price depends on the project size but normally we charge 450 euros per project (excluding disk).

4. Video hosting service and storage is not included unless agreed otherwise.

5. If transportation/parking, cast/crew living, location, additional rental and props/costume costs are not included in your offer these will be charged afterwards (due to the unpredictable nature of these costs for some projects). Changes in briefing can lead to changes in the quote.

6. An agreed deadline is an intended target date, we cannot guarantee a delivery deadline and we cannot be held liable for any delays.

7. Cancellation cost: If the shoot is cancelled more than 2 weeks before the 1st shoot date, all costs incurred directly related to the cancelled shoot, including management costs, plus 50% of production salaries will be charged. If the shoot is cancelled less than 2 weeks before the 1st shoot date, all costs incurred directly related to the cancelled shoot, including management costs, plus 75% of production salaries will be charged. If the shoot is cancelled within 24 hours before the 1st shoot date, all costs incurred directly related to the cancelled shoot, including management costs, plus 100% of production salaries will be charged.

8. Our standard format for video delivery is prores or MP4 codec 16:9 (landscape) and the video length shall be agreed on a case by case basis. Different formats, edit lengths or different codecs of end product are not included in the offer unless stated otherwise.

9. Costs (if any) related to the (sub) licensing, using, or buying out of portrait rights and/or any extensions thereof are not included in the offer unless stated otherwise. Client must give the rights extension request no later than 3 months prior to a new broadcasting date. Trip to the Moon Films cannot guarantee that its cast will approve such rights extension request. Trip to the Moon Films will charge a production fee for the handling of the rights extension request. Trip to the Moon Films is not responsible for any fees or any claims in relation to expired portrait rights if Trip to the Moon Films has not been informed or timely given a rights extension request.

10. Trip to the Moon Films is always allowed to use the final product for its own PR purposes.