

TERMS & CONDITIONS OF TRADING

Regardless of booking method, any work carried out by Praxima will be subject to these terms and conditions regardless of circumstance unless otherwise agreed in the form of a non-disclosure agreement provided by the client and signed by a director of Praxima ahead of the production commencement date.

1. GENERAL

i) Praxima are engaged in the business of providing certain facilities and services including:- a) The making, recording and copying of any type of motion, audio and still media. The provision of facilities, services and consultancy in connection with advertising and film/media content creation, production, post production and repurposing. b) Praxima provide facilities and services including (but not limited to) those specified above on the basis of these Conditions which shall apply to all bookings, however made or accepted, shall form part of every contract between a customer and Praxima; and shall prevail over any terms and conditions contained or referred to in any communication from the customer, except insofar as otherwise expressly agreed in writing by a Director of Praxima.

ii) Praxima's responsibility is restricted to the supply of the facilities and services ordered only. The customer is responsible for ensuring that any media material is correct, operationally sound and complete in all respects as regards both form and content before it is used or the media is removed from Praxima's responsibility.

iii) Where Praxima agrees to provide additional services and facilities including the services of a producer or director or production crew the respective rights and obligations of Praxima toward the customer will be altered to suit the specific project and should be outlined, drafted and completed by the customer, at their own expense and agreed by both parties, in writing, prior to the work commencing.

iv) When equipment from Praxima you are agreeing to the following terms and conditions below. A copy of which is available upon request from our bookings team upon request and is also on our website.

v) Praxima operates a 'first confirm' booking system. This waives the right to accept a pencil booking as any form of confirmation or priority. A project is only confirmed with Praxima once shoot/project dates are received and regarded as confirmed in status by the customer for the full amount of a production, whether you are the first pencil or not. Praxima will always inform any pencil booking of clashes and first pencil always takes unless they are unable to confirm the dates when a second/third pencil can confirm ahead of them.

2. INTERRUPTION TO BUSINESS / FORCE MAJEURE

i) Praxima take every possible action to guarantee the smooth running of all services and facilities undertaken by the company when working on your project. These include:- a) Competent maintenance and use of all equipment used on any project. b) All media, rushes or data acquired for projects are procedurally double backed up, unless specifically requested by the customer, across separate locations for the duration of any edit booked as part of Praxima's service until sign off and delivery. c) Praxima, unless instructed and agreed to in advance of any project with the customer will not archive

every project to hard drive backup. Any media recorded, provided by and edited at Praxima is under the responsibility of the customer to ensure it is archived and Praxima will only keep said media at its own discretion for an indeterminate amount of time.

ii) Praxima do not insure against customers media loss as standard and do not cover weather insurance or interruption to business without prior instruction from a customer. This includes disruption caused by Covid-19 or related/similar issues, fault or malfunction of machinery, software, hardware and/or associated equipment.

iii) In the event of the Services being prevented, delayed, or in any way interfered with by any act of government, virus, war, industrial dispute, strike, breakdown of machinery or equipment, accident, fire or by any other cause beyond Praxima's control, Praxima may, at its option, suspend performance of or terminate this Agreement, without liability to the Client for any resulting damage or loss, such suspension or termination being without prejudice to Praxima's right to recover all sums owing to it in respect of Services and Works delivered and costs incurred up to the date of suspension or termination.

iv) For hires of technical equipment including all cameras, there is no insurance provided by Praxima for non-performance, loss, damage, repair on any non-Praxima production. There is no backup for all cameras and subsequent equipment provided by Praxima, therefore, should it fail on your production you may be liable to pay repair or replacement costs and will not be reimbursed for any losses by Praxima.

3. MEDIA USE AND STORAGE

i) Praxima are not liable for the loss or damage of material or property kept on Praxima's premises or in transport from a location to Praxima or other location while left in trust with Praxima; regardless of circumstance.

ii) If the customer requests in writing that any materials supplied to Praxima be insured against loss, damage, fire, theft and flooding, they should inform Praxima of the period for which the material should be insured and to what value including any information that will affect a suitable policy of insurance through Praxima's insurers.

iii) Praxima shall not be liable for any failure to affect such a policy of insurance nor for the sufficiency of any policy arranged either as regards to the risks insured against or the amount covered. Unless the customer makes such a request and such a policy of insurance is arranged the value of the material shall not be deemed in any way the responsibility of Praxima without any account being taken of the intellectual value of the material recorded thereon. If such a policy is arranged then Praxima will hold the proceeds thereof in respect of any loss or damage to the material insured for the benefit of the customer in respect of such loss or damage. The customer shall reimburse Praxima for any cost including any handling charge, administration and insurance costs appropriate that are incurred by Praxima in engaging any such policy of insurance.

iv) The making and reproduction of material may involve the use of material belonging to the customer or Praxima, all used at the discretion of Praxima.

v) Upon the completion of services for the customer by Praxima all media used to create the output material and the output material itself becomes the sole responsibility of the customer. Any physical material not collected within one month of the completion of the project will be disposed of at Praxima's discretion if deemed necessary for storage

purposes – all materials should be requested by the customer on completion of the project.

vi) a) Property in any form including intellectual property belonging to Praxima shall remain the property of Praxima as legal and equitable owner and will not pass to the customer. b) Praxima shall also be entitled to restrict the customer by way of an injunction from using or dealing with any such material in any manner until the full payment as aforesaid has been received by Praxima.

vii) Praxima shall have a general lien upon all materials and other goods of the customer in the possession of Praxima up until the full payment for services and facilities supplied by Praxima.

4. PERFORMANCE & DELIVERY

i) Where the materials (in any such format – for example: masters, projects or data) are to be delivered electronically, the customer acknowledges and agrees that: a) electronic delivery is not a completely secure medium of communication and that an unauthorized third party could intercept, tamper with or delete the materials to be delivered electronically; and b) electronic delivery may involve reliance upon third party providers and data carriers, over which Praxima has no control.

ii) Praxima shall not be responsible for and shall have no liability to the customer or any third party for: a) any delay in delivery or any non-receipt of any materials delivered electronically; b) any loss or damage (including c) loss of data) that results from any person gaining unauthorized access to any materials delivered electronically; use or disclosure of any data obtained by any third party as a result of that third party gaining unauthorized access to any materials delivered electronically; and d) any loss or damage resulting from any malfunction of or the introduction of any viruses, bugs or malware to any equipment and/or software used to effect and/or receive any materials delivered electronically.

5. BOOKINGS AND CANCELLATIONS

i) Bookings may be made verbally (including by telephone) or in writing (including e-mail), but a phone booking is not accepted as a confirmation in entirety - all telephone/ verbal bookings must be accompanied by an email with confirmation of project/shoot dates as confirmed by the customer before the project is confirmed. A PO number assigned to every project Praxima is hired to work on is the responsibility of the customer to provide before or after the shoot/project dates. Every booking made shall be subject to these conditions of trading and the facilities and services shall be provided at the rates specified ("the agreed rates").

ii) a) Once a project is booked with Praxima we reserve the right to charge a fee up to or equal to that of the full production to cover our costs and overheads for any work undertaken or booked on the project. If notice of cancellation of a booking is received by Praxima less than two working days (48hrs) prior to the scheduled first day of the project/shoot or in some cases the beginning of travel days based on the shoot location, the customer must pay Praxima a cancellation fee equivalent to the rates payable for all facilities and services booked, regardless of whether any facilities or

services had been rendered in respect of the project. For the purpose of this sub-paragraph the scheduled start time will be the hour at which the provision of the facilities and services is first scheduled by Praxima to commence – for all productions this is 08:00GMT unless otherwise stated on the issued call-sheet. b) In addition to any cancellation charge under sub-paragraph above, Praxima shall in the event of cancellation of the booking (whenever occurring) be entitled to reimbursement by the customer for any amounts payable to cover any costs in connection with the booking together with any handling charge or costs incurred by Praxima as seen fit.

c) Where a client or Praxima sets a specific deadline for provision of facilities or services it is the customer's responsibility to ensure all approvals are completed in good time to meet the deadlines and should be pre-agreed before the project begins.

d) Any customer who fails to meet deadlines or approval deadlines will incur the costs of overtime required for Praxima to make further changes to the project or booking, in order to deliver the project to specification.

iii) Should Praxima feel the client has not requested the correct services, has removed necessary services from the budget or has forfeited the instruction from Praxima of specific services required to correctly and fully complete the project the customer remains financially liable to cover all costs related to these facilities and services should they consequently be required.

iv) Praxima shall not be liable for any costs required for additional services to be rendered in order to complete a project to the satisfactory level required if a client incorrectly books facilities and/or services with Praxima - unless Praxima have incorrectly specified the facilities and/or services required after full and complete written brief-in from the customer, agreed by Praxima and the customer in advance of the project commencement.

6. CUSTOMER'S WARRANTY

i) Where Praxima create or copy data, film or any other type of material, physical or otherwise which has been provided by the customer; the customer warrants:- a) that any copy made by Praxima will not infringe any copyright or trademark or other proprietary right or interest of any third party; b) that the material does not contain any matter defamatory of any person; c) that the material is not offensive or obscene; d) that the copying of the material is not illegal or tortious or otherwise gives rise to any liability on the part of the customer or Praxima.

ii) The customer warrants that it has obtained all rights, licenses, permissions or consents necessary for the facilities or services required to be provided to it by Praxima. Written proof may be requested in such circumstances.

iii) Praxima expressly reserves the right in its sole discretion and without prejudice to its other rights to refuse to supply facilities and services to the customer if it is discovered that any of the matters the subject of this warranty have occurred or Praxima has reasonable grounds to suspect that any such matter is likely to occur and in such circumstances the refusal to supply or any cancellation of any booking consequent thereon shall be treated as a cancellation of a booking by the customer and the customer will become liable for payment of all services booked regardless of whether they were received.

7. PAYMENT

i) Subject to the further provisions contained in this condition the customer shall pay for the facilities and services supplied to it at the rate set out by Praxima with any Value Added Taxes, applicable at the time of booking.

ii) In certain circumstances the rates set out by Praxima may be subject to adjustment as follows: - a) If an agreement is reached between Praxima and the customer to vary Praxima's current pricing at the time the booking is made or subsequently, written confirmation from Praxima must be received by the customer and the customer must present this with any payments. b) If at any time between the acceptance of a booking and its execution, the charges of any sub-contractor engaged by Praxima to supply any of the facilities and services shall be increased, the amount payable by the customer shall be increased by an equivalent amount. c) If the facilities and services are provided by Praxima outside normal working hours (08:00 – 18:00 on weekdays excluding any public holidays), the customer shall have to pay a rate of twice the standard Praxima hourly rate if deemed necessary by Praxima. d) All rates agreed by Praxima are only valid for 30 days from any quotation made by Praxima for the customer. e) If Praxima in its sole discretion considers this necessary to take account of any unusual or special circumstances this can be taken without any written notice to the customer.

iii) a) A customer who engages with Praxima shall pay the full amount of any invoice in respect of the agreed rates, overtime hourly rates, expenses and the charges and costs referred to in the condition below within the agreed payment terms (normally 30 days) of the invoice issue date without any deduction. b) For all full productions we reserve the right to operate the standard terms of 50% of the total project, including postproduction upfront regardless of credit status. All upfront fees must be received before principle photography. The final 50% will become payable within the standard terms above respectively. c) Where full payment is not received by Praxima before or on the date due, interest shall accrue on the sum outstanding at the rate of 10% per month, without prejudice to Praxima to receive payment on the due date. The customer shall reimburse Praxima for any costs incurred in the course of recovering late payment.

8. EXEMPTION AND LIMITATION OF LIABILITY

i) All implied conditions and warranties, statutory or otherwise are hereby excluded unless agreed separately in writing.

ii) Praxima shall not in any way be liable to the customer if it is unable to provide any of the facilities or services as a result of any circumstances whatsoever outside the control of Praxima; this includes all instances related to force majeure and where Praxima could have supplied the correct facilities but has not been booked to do so.

iii) In the event of the defective materials, work stoppage or a breakdown of any equipment hired to the customer or in the event of any other failure by Praxima to perform its obligations hereunder due to circumstances within its control, Praxima will use its best endeavours to remedy the situation without delay. Save as aforesaid Praxima shall be under no liability whatsoever in respect of such breakdown, stoppage or defective working or other failure to perform its obligations.

iv) Praxima shall not be liable for any loss of or damage to any property of the customer howsoever arising, whether or not the same is caused by negligence of Praxima or its employees, agents or subcontractors or other persons for whom Praxima is vicariously liable.

v) Praxima aggregate liability (if any) to the customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the total of the agreed rates (adjusted where appropriate) and in no circumstances shall Praxima be liable for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of Praxima, its servants or contractors or agents save that Praxima shall accept liability for death or personal injury caused by the negligence of Praxima.

vi) Film making is dangerous, and suitable insurance cover is essential, proof of this cover may be required before production commences.

9. INDEMNITIES BY CUSTOMER

i) The customer shall fully indemnify Praxima against all actions, proceedings, claims, demands, damages, fees, costs, losses and expenses or other liabilities whatsoever made against or incurred or suffered by Praxima by reason of or in respect of: - a) Any infringement of copyright or trademark or any passing off or any other infringement of or interference with any proprietary right or interest of any third party or any liability for defamation or obscenity arising out of any materials made or reproduced by or on behalf of the customer or any other of the facilities and services provided by Praxima for the customer. b) Any breach by the customer of any of these conditions, insurances or obligations. c) Any personal injury or death, loss or damage to property caused by or arising out of or in connection with the use by the customer, its employees, agents or sub-contractors for the purpose of or in connection with the provision hereunder of facilities or services by Praxima except where the same is attributable to the negligence or breach of contract of Praxima or its servants.

ii) The customer shall fully indemnify Praxima for any loss of or damage to any equipment belonging to or hired out by Praxima or its sub-contractor caused by or arising out of or in connection with the use thereof by the customer, whether or not the same is attributable to any negligence or breach of contract by the customer with the exception of fair wear and tear.

iii) No equipment may be removed by the customer from Praxima's premises without express consent of Praxima in writing.

iv) For the purpose of this condition Praxima contracts for itself as trustee for its sub-contractors.

10. TERMINATION

If the customer shall default in or commit a breach of any contract with Praxima or any other of their obligations to Praxima, or if any distress or execution shall be levied upon the customer's property or assets, or if the customer shall make or offer to make any arrangement with creditors, or any act of bankruptcy shall be presented or made against them, or if the customer is a limited company and any resolution or petition to wind

up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed or if any circumstances or events shall occur which in Praxima's opinion indicate that it is likely that any of the foregoing may occur, or that the customer may not perform its obligations under any contract with Praxima. Praxima shall have the right without prejudice to any other claim, right or remedy forthwith to terminate in whole or in part any contract(s) then subsisting. Praxima may exercise such right to terminate upon notice of such termination being posted or delivered by hand to the customer's last known address or sent by email to the suitable electronic address. Notices sent by either format (writing or email) will be given seven days after dispatch or any part thereof shall be deemed to have been so terminated. Praxima shall be entitled to payment in respect of the facilities and services rendered prior to such termination and/or declare immediately due and payable any account and/or withdraw the customer's right to credit or shorten the applicable credit period and/or repossess any materials or equipment belonging to Praxima in the possession of the customer and for this purpose enter upon premises of the customer and Praxima reserves the right at its election to call upon the customer and the customer agrees to assign to Praxima any and all copyright in any materials recorded on the medium pursuant to these conditions of trading or to grant to Praxima full right title and license to use such material for such purposes as Praxima shall deem fit.