

PATHÉ SUBSCRIPTION TERMS

ARTICLE 1 TERMS AND APPLICATION

1.1 In these Subscription Terms and Conditions the terms listed below have the following meaning:

SUBSCRIBER: a natural person who has concluded a contract with Pathé within the meaning of the term 'Subscription';

SUBSCRIPTION: the contract between Pathé and the Subscriber that gives the Subscriber the right, during the term of the contract, to attend film showings within the meaning of the term "Film Showings" in exchange for monthly payment, subject to the terms and conditions stipulated below;

SUBSCRIPTION FEE: the costs of the Subscription that the Subscriber owes;

SUBSCRIPTION TERMS AND CONDITIONS: these Terms and Conditions which, together with the Visitors' Terms and Conditions, govern the Pathé Subscription;

SUBSCRIPTION TYPE: Pathé offers several subscription types in different bundles which match your movie needs. An overview of the different subscription types can be found on [en-pathe.nl/abonnementen](https://www.en-pathe.nl/abonnementen). Any specific conditions applicable for the different subscription types will be referenced by the name as may be found on www.en-pathe.nl/abonnementen.

VISITORS' TERMS AND CONDITIONS: Pathé's Visitors' Terms and Conditions, which govern visits to Cinemas and which have been filed with the Chamber of Commerce under number 33161839 (and which are also available at the ticket counter in the cinema);

CINEMA: a cinema in the Netherlands that is run by Pathé

EXTRA'S: Extra services or products you can add to your main bundle of your subscription such as extra Pathé Thuis credit or an extra person on your subscription.

FILM SHOWING: every regular film showing in a Cinema, which in any event does not include private showings, special advance premières, and Specials & Events. A surcharge, within the meaning of the term 'Surcharge', may apply for IMAX, Dolby Cinema, 4DX and 3D showings, special halls and Specials & Events;

PATHÉ THUIS: The streaming service for watching Pathé Thuis Content via www.pathe-thuis.nl, which is offered by Thuisbioscoop B.V.;

PATHÉ THUIS CONTENT: SD en HD content on Pathé Thuis which the subscriber can purchase as a part of the subscription.

PATHÉ THUIS CODE: The voucher code the subscriber receives for purchasing Pathé Thuis content.

CUSTOMER SERVICE: Pathé's customer service department. All contact options can be found on www.pathe.nl/klantenservice;

PATHÉ PASS: a digital pass that Pathé makes available to the Subscriber containing the Subscriber's name and date of birth and a photograph of the Subscriber, that is available using the Pathé App and at m.pathe.nl, which serves as proof of a valid Subscription and is also used to identify the Subscriber;

SNACKS & DRINKS: The food and beverages you can buy in the cinema. Some subscriptions include a discount on food and beverages.

SPECIALS AND EVENTS: a special showing on a set date at a set time; and Surcharge: costs that are not included in the Subscription such as – but not limited to – surcharges for special halls, 3D showings, 3D glasses, IMAX and IMAX 3D showings, IMAX 3D glasses, Dolby Cinema, Dolby Atmos, 4DX showings and Specials & Events.

SURCHARGE: The additional costs for Film showing that are not including in every subscription type, including - but not limited to- surcharges for special halls, 3D showings, 3D glasses, IMAX and IMAX 3D showings, IMAX 3D glasses, Dolby Cinema, Dolby Atmos, 4DX

showings and Specials & Events.

1.2 These Subscription Terms and Conditions govern the Subscription.

1.3 The Subscription is also governed by the Visitors' Terms and Conditions. In the event that there is any discrepancy between a provision stipulated in the Subscription Terms and Conditions and a provision stipulated in the Visitors' Terms and Conditions, the provision stipulated in the Visitors' Terms and Conditions will prevail.

1.4 Pathé reserves the right to unilaterally amend these Subscription Terms and Conditions, Subscription types as well as the Visitors' Terms and Conditions. The most up to date version of the Subscription Terms and Conditions and the Visitors' Terms and Conditions can be found at: www.pathe.nl/voorwaarden. The Subscriber will be deemed to have accepted any relatively minor amendments to the Subscription Terms Conditions and/or the Visitors' Terms and Conditions without any further action being required. In the event that Pathé makes significant amendments that could be to the Subscriber's disadvantage, Pathé will notify the Subscriber by e-mail one (1) month before the amendment will enter into effect. The Subscriber will be free not to accept these amended terms and conditions by terminating the Subscription (online) with effect from the date that the amendment enters into force.

1.5 The applicability of any terms and conditions applied by the Subscriber or third parties is explicitly rejected.

ARTICLE 2 CONTENT OF THE PATHÉ SUBSCRIPTION

2.1 The subscription gives the subscriber entrance right to shows in a cinema throughout the duration of the subscription, and so long there are available tickets. The subscription can furthermore give the right to a discount on drinks and bites, surcharges and extra's. The subscription gives the subscriber the right to a discount on Pathé Thuis content as described in article 2.8. The substance of the subscription is described when signing up for the subscription and in the written confirmation. You can furthermore find this information when logging in to your personal My Pathé and navigating to your personal page.

2.2 The subscription and the Pathé pass are strictly personal.

2.3 The Pathé pass counts as the single proof of a valid subscription. Pathé retains the right to ask for additional identification when using the Pathé pass.

2.4 Subscribers need to be older than eighteen (18) or have permission from their parent / legal representative in order to start the subscription. Pathé reserves the right to request further proof for the granted permission by the parent / legal representative and to terminate the Subscription when Pathé has the opinion that there is not enough evidence of granted permission. The Subscriber has no rights on restitution of already paid Subscription Fee.

2.5 Pathé retains the right to refuse a subscription to individuals whose previous subscriptions have been terminated due to reasons as stipulated in article 4.3

2.6 Subscribers who have been banned from the Cinemas may not take out a subscription.

2.7 The subscriber receives a monthly e-mail with a unique Pathé Thuis code. This Pathé Thuis code gives the subscriber the right to a discount on Pathé Thuis content during that month. The

Pathé Thuis code cannot be used to watch Pathé Thuis content during a different month. The height of the discount and the content that can be seen with the code, are stipulated when signing up for the subscription and in the written confirmation of the subscription. The subscriber can use the code on the Pathé Thuis platform. Using the code and watching content on Pathé Thuis requires a Pathé Thuis account for which the subscriber needs to sign up. The Pathé Thuis terms and conditions are applicable on a Pathé Thuis account and may be found at <https://www.pathe-thuis.nl/documents/pathethuisvoorwaarden.pdf>.

ARTICLE 3 TERM OF THE SUBSCRIPTION

3.1 The Subscription must be taken out for a minimum term of four (4) months, except as provided for in Articles 4.3 to 4.5.

3.2 After the term referred to in Article 3.1 has expired, the Subscription may be cancelled in accordance with the provisions stipulated in Articles 4.1 and 4.2.

3.3 The subscription may be paused once (1) every calendar year for a period of a calendar month, once the initial term of four (4) months has expired, the subscription is not blocked, and the subscriber does not have payment arrears. The pause may be requested one (1) month in advance through the My Pathé account. During the pause the subscription cannot be used and no subscription fees are charged. The My Pathé account will remain active during this time. It is possible to cancel a pause request before the invoice date proceeding the pause month.

3.4 In the event that a Subscription is cancelled in accordance with Articles 4.1 and 4.2 and the former Subscriber wishes to take out a new Subscription after the Subscription has ended, the Subscription will have to be taken out for a minimum of four (4) months.

ARTICLE 4 CONVERTING AND CANCELLING THE SUBSCRIPTION

4.1 A Subscription may be cancelled after the minimum initial Subscription term of four (4) months (in accordance with Article 3.1) has expired and with due observance of a notice period of at least one (1) month, in which context the Subscription will end one (1) month after the notice of cancellation is given. For example: if the Subscription enters into effect on 15 January and the Subscriber cancels the Subscription in writing on 19 April, the Subscription will end on 19 May. If the Subscriber cancels the Subscription on 31 August, the Subscription will end on 30 September.

4.2 The Subscriber has to cancel the Subscription online by logging into “My Pathe” via www.en-pathe.nl/abonnementen and click on “Cancel Subscription” at the bottom of the page. The Subscriber will receive confirmation of the cancellation by e-mail. The cancellation can of course be reversed by the Subscriber. If Pathé receives this message after the last invoice has been sent, the Subscriber will receive an additional invoice for the remaining days.

4.3 Pathé reserves the right to cancel the Subscription effective immediately in the event that the Subscriber:

- has provided incorrect data to Pathé;
- has committed fraud using the Pathé Pass;
- has acted contrary to the Subscription Terms and Conditions and/or the Visitors’ Terms and Conditions;
- has failed to comply with his/her payment obligation as stipulated in Article 7; or

- has been placed on the black list within the meaning of Article 4.4 by Pathé.

4.4 In the event that the Subscription is cancelled on the ground of Article 4.3 and the minimum Subscription term of four (4) months has not yet expired, the Subscriber will be obliged to pay a fee for the remaining minimum Subscription term. The Subscriber will not be entitled to a refund of the Subscription Fee that already has been paid.

4.5 In cases in which the Subscription is cancelled on the ground of Article 4.3, Pathé reserves the right to place the former Subscriber on a black list and to refuse to conclude a new Subscription with that person. The first placement on the blacklist will be for a term of one year. After that year has ended the Subscription can be renewed, in which context EUR 35 in administrative costs will have to be paid. Each subsequent placement on the blacklist will be for an unlimited term.

4.6 Subscribers can easily upgrade, downgrade, add or remove Extra's or otherwise change their subscription (hereafter altogether: change) through their My Pathé account through www.en-pathe.nl/abonnementen/wijzigen by clicking on Change subscription. It is possible to change the subscription on any day of the month. If the subscription changes result in an equal or higher subscription fee the changes will take effect directly, the possible remaining amount will be invoiced separately. When the subscription change results in a lower subscription fee the change will go into effect as of the first (1) of the next month. The difference in fee will be settled on the invoice of the next month. No restitution is given for the current month if the subscription is terminated.

A change has a minimum term of one (1) month, whereafter it is possible to change the subscription again. For example, when a subscription is initiated on January 4th and a subscriber wants to upgrade on the 8th of January, the change will take place directly. The next possible moment to downgrade said subscription is then on February the 8th and goes into effect on March 1st.

4.7 In exception to article 4.6 it is not possible to change a Family, Unlimited or Unlimited Gold bundle to an Explorer bundle. Furthermore, it is not possible to change a subscription when the subscription is paused as stated in article 3.3.

ARTICLE 5 USE OF THE PATHÉ PASS

5.1 It will be possible to gain entry to a Film Showing only if the Subscriber is in possession of a ticket for the showing in question at the Cinema at which the film in question will be shown.

5.2 The ticket will be valid only in combination with the Pathé Pass. In the event that the Subscriber is unable to show a valid Pathé Pass, Pathé reserves the right to refuse to grant the Subscriber entry to the Film Showing. If a subscription gives the right to a discount on snacks and drinks the subscriber needs to scan the Pathé pass when purchasing snacks and drinks.

5.3 The Subscriber will be entitled to a maximum of one (1) ticket for each Film Showing, unless the subscription contains Extra's which give right to more tickets per show.

5.4 If no surcharges have to be paid, the reserved ticket can be collected from ninety (90) up to ten (10) minutes before the start of the Film at one of the points of sale in the Cinema. It is also possible to cancel the ticket yourself on "My Pathé" via www.en-pathe.nl/abonnementen by clicking on "Cancel" in your ticket. If surcharges have to be paid, the ticket is converted into a definitive purchase.

5.5 A ticket for a subsequent Film Showing cannot be collected or reserved until the prior Film Showing has been completed.

5.6 For each Subscriber with the exception of the Explorer bundle it is possible to have a

maximum of eight (8) open reservations. However, it is not possible to have multiple overlapping reservations or purchases. Pathé reserves the right to cancel a reservation (without surcharges) ten (10) minutes before the start of the Film Showing. If surcharges do apply, the ticket is converted into a definitive purchase and this rule expires. It is also possible to cancel the ticket yourself on "My Pathé" via www.en-pathe.nl/mijn/abonnement by clicking on "Cancel" in your ticket.

5.7 Pathé reserves the right to change the maximum amount of eight (8) reservations for certain film showings at any moment. Pathé also reserves the right to temporarily exclude reservations in the case that a Subscriber leaves reservations open excessively frequently (does not show up, does not cancel). The subscriber will be informed about this in time via e-mail, as a warning.

5.8 Subscribers with the Explorer bundle receive one ticket credit per month. This ticket credit is valid for 62 days. The ticket credit is no longer valid once the subscription is terminated or the subscription has been changed. The first initial ticket credit is valid until the first day of the next month. It is not possible to refund the first ticket credit.

ARTICLE 6 PRICE

6.1 Subscription rates can be found at www.en-pathe.nl/abonnementen. Pathé reserves the right to change the price of the Subscription due to changes in VAT rates or other changes. With regard to other changes, Pathé will notify the Subscriber at least one month in advance. The Subscriber has the option not to accept the price change. In such a case, the Subscriber has the right to cancel the Subscription as of the date the price change is implemented.

6.2 Pathé is entitled to close the Cinema or to restrict entrance for special occasions a maximum of fourteen (14) days a year, in which case the Subscription will not be valid in the Cinema in question during that period. On such days the Subscriber will be entitled to attend Film Showings at all the other Cinemas and will not be entitled to any reimbursement of the Subscription Fee for that period.

ARTICLE 7 PAYMENT

7.1 The Subscription Fee is due on a monthly basis and, with the exception of the first payment, must be paid each month by means of automatic debit collection. The first payment for the Subscription must be made via an Ideal payment. This amount is in proportion to the number of days remaining in the month in question and the amount of the following month. Pathé will use the bank account that the Subscriber uses to make the first payment as the account from which it collects the subsequent Subscription Fee payments.

7.2 With the first payment of the Subscription, the Subscriber authorizes Pathé (or a to collect the Subscription Fee (or a by Pathé assigned Third Party) to collect the Subscription Fee.

7.3 It is not possible to pay the Subscription Fee at the box office of a Cinema.

7.4 In the event that the amount collected is transferred back, for any reason whatsoever, Pathé reserves the right to suspend its obligations in accordance with the Subscription and to block the Subscription. The Subscription will be unblocked as soon as the Subscriber has transferred the full amount of the Subscription Fee that is due to the bank account of Pathé and Pathé has completed its administration. The Subscriber will not be entitled to a refund of the Subscription Fee for the period of time in which the Subscription was blocked. If the Subscriber has not transferred the Subscription Fee for over 17 months, Pathé reserves the right to cancel the

Subscription. The Subscriber will be informed via e-mail. In addition, payment also must be made for the minimum initial Subscription period of four (4) months for any months that have passed while the Subscription has been blocked.

7.5 In the event that the Subscriber does not comply in a timely manner with the payment obligations stipulated in these Terms and Conditions, the Subscriber will owe any and all collection costs and interest that are incurred as a result. Pathé also will be entitled to transfer the collection claim to a debt collection agency that it designates. The costs that Pathé reasonably will have to incur as a result of the Subscriber's failure to comply with the payment obligations will be paid by the Subscriber.

7.6 The Subscriber must make all payments in single, monthly instalments. Any divergent amounts will be transferred back and will not qualify as a valid payment.

ARTICLE 8 CUSTOMER SERVICE

8.1 The Subscriber can contact Customer Service if he/she has any questions about these Subscription Terms and Conditions or the use of the Subscription. The Subscriber also can contact Customer Service if he/she has any questions with respect to payments, loss of/damage to/theft of the Pathé Pass, requests to inspect or change his/her personal data and/or to object to the use of his/her personal data for direct marketing purposes or the receipt (or further receipt) of specific or all marketing information.

ARTICLE 9 CUSTOMER DETAILS

9.1 The Subscriber is responsible at all times for ensuring that his/her details are correct and must notify Pathé immediately of any changes to his/her details, such as a change of name, postal address, e-mail address, telephone number or bank account number.

9.2 In the event that the Subscriber fails to notify Pathé in a timely manner regarding the accuracy of his/her contact details and other details, the Subscriber will not be entitled to hold Pathé liable for any costs that are incurred as a result of the incorrect information.

9.3 Pathé processes customer details in accordance with the 'Pathé Privacy Policy', which may be found on www.pathe.nl/privacy.

ARTICLE 10 LIABILITY

10.1 Pathé does not accept any liability whatsoever for any damage that is the result of offering the Subscription and/or use of the Subscription by the Subscriber, insofar as that is permitted on the ground of mandatory legal provisions.

10.2 In the event that Pathé is liable towards the Subscriber for any damage for whatever reason, Pathé will be liable only for direct damage that the Subscriber sustains as a result of a culpable breach and/or unlawful act that can be attributed to Pathé. In no event will the total liability under the Subscription exceed the amount of the Subscription Fees for one (1) year.

10.3 In no event is Pathé liable for any consequential damage, including net pecuniary loss, loss of profit and intangible loss or damage. In particular, Pathé is not liable for damage or loss in connection with and/or as a result of: • termination of or a change to the Pathé Pass program; •

obvious typographic, printing or typesetting errors in offers made by Pathé; • communication breakdowns in connection with hardware, software, network or other computer problems; and/or • inability to access the Pathé's website.

10.4 The limitation of liability stipulated in this Article does not apply in event of an intentional act or omission or willful recklessness on the part of Pathé.

10.5 In all cases any right to compensation of damages will arise only if the Subscriber notifies Pathé of the damage in writing as quickly as possible after the damage has arisen. Any claim against Pathé for compensation of damages will lapse merely as a result of a period of twelve (12) months elapsing after the damage arose.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 All legal relationships between Pathé and the Subscriber are governed exclusively by Dutch law.

11.2 Any and all disputes that arise between the Subscriber and Pathé will be submitted exclusively to the competent court in the District of [Amsterdam].

11.3 Pathé is entitled to transfer rights and obligations that ensue from the Subscription and the Subscription Terms and Conditions to third parties and will notify the Subscriber if it does so. In the event that the Subscriber does not consider that transfer of obligations to be acceptable, the Subscriber will be entitled to cancel the Subscription.

11.4 Pathé retains the right to engage third parties for the administration of the subscription.

11.5 In the event that any provision stipulated in these Subscription Terms and Conditions is declared null and void or is nullified, the other provisions will remain fully in force and Pathé will lay down a new provision to replace the provision that is null and void/has been nullified, in which context it will take into consideration the purport of the provision that is null and void/has been nullified to every extent possible.

11.6 If at any time Pathé fails to exercise a right or power that vests in it by virtue of the Subscription or the law, that will not constitute a waiver of that right or power.

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