

## **General Trading Conditions Concerning the Booking of Photomodels and other Persons Hired through Splendide**

### **§1 In General**

The following conditions are supposed to regulate the legal relations between the photomodels, Splendide and the customer, as far as other agreements have not explicitly been made in the individual case. Thus, the named parties will be protected from expectations and demands that are not common in this field.

### **§2 Basic Booking Conditions**

The agency makes statements towards the customer in the name and by order of the photomodel. The person who books with the agency counts as a customer, unless it is explicitly agreed to other conditions with the booking.

The customer owes a commission of 20% of the agreed model payment or the deficiency payment plus VAT to the agency, unless it has been agreed differently. The agency is not responsible for the legal relations between the two parties. The customer does not have the right to offset demands against the model with the claim of commission of the agency or to use his right of retention.

The customer also owes the commission for the further booking of the model as long as the model is represented by the agency, direct booking under avoidance of the agency is in admissible.

### **§3 Conditions of Booking**

#### Options

Options are reservations with a set appointment. An option expires, if a fixed booking has not been made three days (until 6 p.m. CET) before the appointment or one workday after the request by the agency. Saturday and Sunday are not workdays. It is counted by German calendar. Options are noted according to the time of their booking. If it is not the first booking of a specific model, the customer will be informed about the status of his booking. If an option expires the other ones follow in the same order.

#### Fixed Bookings

Fixed Bookings are binding for both parties. On request of the customer they are to be immediately verified by the agency in written form under mentioning of all the important details.

#### Weather Bookings

Bookings that are conditioned by the weather are only possible at the place of residence of the model and have to be declared as such bookings explicitly. Unless it is agreed differently, these are fine weather bookings. If there are not the right weather conditions or the weather situation is unclear, the appointment can be cancelled with the agency until one hour before the appointment. In this case the deficiency payment is 50% of the agreed model payment.

### **§4 Annulment**

A fixed booking can be cancelled, if there is an important reason. Circumstances that make a fixed booking economically unreasonable for the customer are an important reason. The agency has to be informed of the annulment immediately.

The annulment has to be announced as many workdays before the appointment, as working and travelling days have been booked, however, at least three days before.

Is the annulment announced before midday, this day has to be counted with this calculation.

Saturday and Sunday are not workdays, it is counted by the German calendar.

Daily and hourly bookings have to be cancelled 24 hours before the appointment.

Does the model cancel the appointment, the agency will put effort in finding an adequate

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substitute for the customer, if necessary with the help of other agencies.

## §5 Working Hours

With a daily booking the working hours are 8 hours with a daily part-time booking the times are 4 hours.

The working time starts with the arrival of the model at the agreed workplace and at the agreed time. Preparation time such as make-up and hairstyle count as working time.

Every hour of overtime has to be paid with 15% of the agreed daily payment. An exceeding of the working time for 30 minutes is not counted.

The way to the working place (location) and back to the hotel of the model together with the customer counts as working time. Times for arrival and departure (together) up until an hour per day are not counted.

## §6 Payment of the Model

The payment of the model includes the daily payment and remuneration of the right of use plus VAT.

### Fashion Charge

This includes all pictures of clothing and accessoires belonging to fashion (lingerie, jewelery, stockings, shoes, hairstyles, glasses etc.), which are designed in connection with fashion as long as it is not for advertisement.

### Special Payment

Corsettry, certain lingerie, nudes, advertisement for consumer goods, advertisement with pictures for the fashion charge and advertisement films need a special agreement.

### Part-Time and Hourly Bookings

The payment of the model with part-time bookings costs 60% of the regular daily payment if the workplace is at the place of residence of the model. Part-time bookings of arriving models and hourly bookings always need special agreements.

## §7 Travelling Costs

### Payment for Travelling Days

The journey of the model to and from the working place will only be paid for if it travels totally or at least partly during the normal working hours of models. The Payment for Travelling Days costs: up to two days - one daily payment, up to four days - half a daily payment, more than five days - no payment for travelling days, unless the arrival and the departure take more than one workday.

### Travelling Expenses

Models who are local at the workplace, costs for overnight stays and food will not be paid for. Taxi costs will only be paid outside of the city limits, excluding part-time and hourly bookings. If model and customer travel together the costs for travelling, food and overnight stays will be paid by the customer beginning at the airport or station. If the model working for more than one customer at the working place, the costs have to be shared according to the number of working days and customers.

## §8 Payment Conditions

The payment for the models as well as the deficiency payment, the payment for travelling days and travelling cost have to be paid in the currency of the country or in Euro at the buying rate, the other payments have to be paid in Euro.

## §9 Complaint

If there is a complaint the customer has to inform the agency of it immediately and name the reasons for his complaint. Polaroids have to be taken to prove the complaint. Furthermore, the model has to be released from its working duty explicitly. If the complaint is justifiable and proven by the customer, any type of payment including the travelling cost do not have to be paid. Have photos been taken with the model, it counts as a renunciation of any type of justifiable complaint.

A delay, caused by the model (through oversleeping, missed plane etc.), the model has to work longer for the time missed. If this is not possible because of certain circumstances, the model loses a part of its claim of daily payment of the amount of the overtime payment.

## §10 Rights of Use

Unless it is agreed differently, the rights of use of the pictures are granted exclusively for the named customer for one year inside of the agreed country, for the agreed purpose, the agreed product and the agreed way of use with the agreed payment of the model. The period of one year starts with the actual use or, the latest, two month after taking the pictures.

Every further use, particularly posters, covers, displays, and videos as well as the use of the name of the photo model, requires an explicit agreement of the agency. A digital storage of the pictures is in principle not allowed and only possible if the purpose of use is made clear and named in an explicit written agreement of the agency.

The rights of use will only become valid with the payment of the agreed price. Every use before a complete payment is not allowed.

## §11 Use for Representing and Advertising of Oneself

The agency Splendide is allowed to use the products (such as photos, videos, etc.) of the booked model which have been produced during the bookings for the advertisement and by order of the model, for free (particularly for model-setcards and the internet presentation of the model). As long as there is no different agreement made, the material can be used exclusively, if the name is mentioned clearly .

## §12 Insurances and Taxes

The model is obliged to take out and pay for all necessary insurances during the time of the booking herself, as long as they concern her. Bookings, that are especially risking, require a different agreement.

As long as no other agreement has been made, the photomodel is self-employed with a business license and pays taxes for its salary itself .

## §13 Enticement

The contracting parties are not allowed to poach persons, who take part in the booking directly or indirectly, neither for themselves nor for a third party.

Particularly the employment or the utilization of services of the photomodels given by Splendide and other persons, as long as they are represented by this agency, as well as during the following period of eight weeks is only allowed to take place with the mutual agreement in written form. In the case of a violation of the above-mentioned regulation the party breaking the contract is

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obliged to pay a compensation of the amount of an annual salary or the amount of annual commission of the poached model, worker or member, at least however 6.000 Euro.

## §14 Liability

Splendide shall assume unlimited liability for any damages caused by Splendide, Splendide's representatives or vicarious agents due to wilful intent or gross negligence as well as for any culpable injuries to life, limb or health. Splendide shall only be liable for acts of ordinary negligence to the extent that the breach of obligation is of significant importance for the attainment of the contractual purpose (/cardinal obligation/). The concept of cardinal obligation refers abstractly to such obligations which make the execution of a contract possible. The contractual partner can rely on the fact that these obligations are observed. Claims for damage in this case shall be limited to typical and foreseeable damage. Splendide cannot guarantee for certain results of services and performances of the models. Splendide shall not be liable for indirect damages, consequential damages, lost profits or any other damages unless Splendide acted with gross negligence or intention. It shall be the responsibility of the client to take out insurance cover for the models in case of high-risk photo shootings. If the agency was not informed of the risk at the time of the booking, the model has the right to refuse performance and to receive a deficiency payment amounting to 70 per cent of the agreed total fee. The above-mentioned terms on liability also apply to Splendide's employees, representatives, vicarious agents and subcontractors. The liability of the model as well as the agency, for whatever legal ground, shall be limited to the basic fee, except in case of gross negligence or intention. The model shall not be responsible for hair styling and make-up.

Any further liability of the agency is excluded.

## §15 Final Regulations

Between the parties of the bookings, agency, model and customer, German law is valid. Place of fulfillment of all obligations to do with the booking and the rights of use is the place of residence of the agency, Berlin.

The customer is only allowed to make changes or replenishments of the bookings and to deviate from the conditions of the bookings only if it has been agreed with the agency before. The customer is not allowed to make changes or replenishments of the booking during the workdays. The validity of the booking conditions is not affected by possible different regulations of certain agreements. Instead of an invalid regulation, an agreement counts, which comes closest to the purpose strived for. This also counts for filling in loopholes in the contract.

Place of jurisdiction for general merchants, legal persons of the public right, customers and models/placed persons without general place of jurisdiction is in Berlin, Germany as the place of residence of the agency Splendide.