

General Terms and Conditions for Models De Boekers B.V.

1. Definitions

- De Boekers: The private company with limited liability, hereafter referred to as De Boekers B.V.
- The Client: The natural or legal person who has signed an agreement with De Boekers.
- Booking Agreement: The agreement between De Boekers and the Client, whereby De Boekers shall make available a Model on the agreed day and upon payment of the agreed price (the Booking)
- Model: Model, make-up artist or stylist.

2. Applicability

These General Terms and Conditions shall apply to all offers made by De Boekers and to all agreements between De Boekers and the Client that pertain to or relate to making available a Model, unless agreed otherwise in writing.

Stipulations deviating from these general Terms and Conditions must be agreed in writing. If one or more stipulations from these General Terms and Conditions are void, the remaining stipulations shall continue to apply in full force.

3. Booking Agreement

All offers made by De Boekers shall be made without obligation, unless they contain a term for acceptance.

The Client shall inform De Boekers regarding any details that are relevant in determining the price for the Booking. These details shall in any case include the purpose for which the Model's shoot shall be used, as well as the nature, the duration and the country of the required use. Based on these details De Boekers shall submit a quotation. If the Client accepts the quotation made by De Boekers, De Boekers shall confirm this by sending a confirmation of booking (by fax, mail or email). In the confirmation of booking De Boekers shall include a specification of the purpose, nature, duration and country of the required use.

De Boekers shall be entitled to revoke its offer following receipt of the confirmation of booking signed by the Client.

4. Price

The Client shall owe the amount specified in the booking confirmation. The amount specified shall be inclusive of the agency's provision, and exclusive of VAT. The amount payable shall be determined by the applicable standard rate (Article 5), any applicable surcharge (Article 6) and a surcharge to be calculated based on the use (Article 7).

5. Standard rates

De Boekers applies the following three standard rates:

- **Daily rate:** this is the rate charged for booking a Model for one day. The Model shall be at the Client's disposal for eight hours.
- **Half-day rate:** a half day is four hours, which must end in any case before 13.00 hours or start after 14.00 hours on the day in question.
- **Hourly rate:** minimum rate applicable to every booking. A surcharge of EUR 15 shall apply to bookings for less than one hour.

The standard rate varies per Model and may be adjusted regularly.

6. **Surcharge on standard rates**

De Boekers charges the following surcharges on the standard rates:

- a) **Preparation**
Any work carried out in preparation of the shoot (including rehearsals, lighting and fitting) shall be charged at 50% of the Hourly Rate, subject to a maximum of two hours and specification of these and similar activities in advance to De Boekers. The full Hourly Rate shall apply to any hours in excess of the maximum of two hours.
- b) **Night Rate**
Activities carried out by the Model between 24.00 and 8.00 hours shall be charged at twice the Hourly Rate, irrespective of whether or not these activities relate to bookings for times outside the hours set out above.
- c) **Extension commercial, television or video shoots**
Extensions of up to one hour for half-day bookings shall not be charged, nor will extensions of up to two hours for one-day bookings. Further extensions shall be charged at the Hourly Rate from the moment the maximum term is exceeded.
- d) **Lingerie**
A surcharge of 50% shall be charged for lingerie shoots. If a shoot comprises a lingerie shoot, each lingerie set shall be charged at the Hourly Rate.
- e) **Nudity allowance**
A surcharge of 100% of the agreed rate shall be charged for nude shoots, subject to a minimum of the daily rate.
- f) **Travelling time allowance**
The travelling time allowance shall be 50% of the Hourly Rate. The travelling time shall be calculated from Amsterdam and be rounded up to the nearest hour. No travelling time allowance shall be payable for travel within the municipality of Amsterdam.
- g) **Travelling costs allowance**
The Client shall pay all costs incurred for assignments carried out in the Netherlands outside the municipality of Amsterdam. Train travel shall be charged based on the first-class rates applied by the Dutch Railways (*Nederlandse Spoorwegen*). Transportation by car shall be charged at EUR 0.30 per kilometre (plus VAT).
- h) **Travelling time and travelling costs allowance foreign models.**
Different rates shall apply to Models residing abroad.

7 Use and special rates

The Client shall be entitled to use the shoots made for the Client solely in the manner agreed upon at the time the Booking Agreement was concluded and subject to the express permission from the Model/De Boekers to use his/her portrait and/or picture.

Additional or different use of the shoot from that agreed shall not be permitted, unless with the prior approval from De Boekers or the Model.

If it appears that the Client makes additional or different use of the shoots without permission, the Client shall owe at least the compensation in accordance with the nature of the rate that would have applied to additional or different use at the time the agreement was concluded, based on the rate applicable at the time the additional or different use is established. De Boekers shall reserve the express right to stipulate higher compensation.

The duration and manner of the agreed use of the shoots desired by the Client may lead to an adaptation of the price. De Boekers shall be entitled to charge special rates for, amongst other things, use outside the Netherlands, combined manners of use, television, commercial or video registration, use in more than one country, use in campaigns for periods of more than twelve months, models' exclusivity, live shows or presentations. The Client shall be informed of these special rates on the booking confirmation to Client when effecting the agreement.

The Client shall be entitled to use the shoots only if payment has been made in full.

8. Options and Cancellations

The Client may take an option on a model, which option must be changed to a definitive Booking Agreement at least 24 hours before the Model starts the assignment. For foreign Models a term of 48 hours before the start of the Model's assignment shall apply. Failure to meet this term shall automatically lead to the cancellation of the option.

If the Client cancels the Booking Agreement 48 hours before the Model's assignment would have started, the Client shall not be charged any costs. If the Client cancels on the day of the assignment, the Client shall be obliged to pay the price agreed in full. If the Client cancels more than 48 hours before the Booking, but not on the day of the Booking, the Client shall owe 50% of the agreed price.

The terms of 24 and 48 hours referred to in this article (8) apply to (intended) one-day bookings. If the (intended) booking is for several days, the terms referred to shall be multiplied by the number of additional days.

If upon entering the Booking Agreement the Client has expressly indicated that the Booking Agreement shall be effected only in good weather (the 'good-weather' clause), the Client shall be entitled to cancel the Booking once free of charge. If the Client wishes to maintain the booking until a later date,

the Client shall owe 50% of the Daily Rate of the booking if the same Model is cancelled again. If the Client once again wishes to maintain the booking until a later date, the Client shall owe the full Daily Rate if the Client cancels the booking of the same Model once again.

9. Payments

De Boekers shall send an invoice for the price agreed. The Client shall pay the invoice within 30 days of the date set out on the invoice by transferring the relevant amount into a bank account to be specified by De Boekers.

If the Client does not contest the invoice in writing within eight days of the date of invoice, stating reasons, Client shall be deemed to agree to the amount charged by De Boekers.

From the day the payment term of 30 days has expired, the Client shall owe De Boekers a penalty of 1.5% interest per month for the entire invoiced amount. Parts of a month shall be rounded up to the nearest full month.

The Client shall not be authorised to set off or suspend the invoice issued by De Boekers.

In all cases in which the Model and/or De Boekers have sought legal advice to collect or assert the claim in question, the Client shall compensate all costs incurred by de Bookers to effect the rights of the Model and/or De Boekers, as well as any legal or extrajudicial costs, without a demand or notice of default being required. The extrajudicial costs shall be calculated in conformance with the collection rates of the Netherlands Bar (*Nederlandse Orde van Advocaten*) and shall be subject to a minimum fee of EUR 150 per claim.

10. Liability

De Boekers shall not be liable for any damage if the Model fails to meet any agreement either in full or in part realised through De Boekers between the Client and Model.

De Boekers and/or the Model shall not be liable for any damage arising as a result of the Booking Agreement, unless in the case of intent or gross negligence by De Boekers and/or the Model. In the case of intent or gross negligence, the liability of De Boekers and/or the Model shall be limited to the amount paid by the Client under the Booking Agreement.

11. Complaints about the Model, refusal

De Boekers shall be informed immediately, stating the reason(s), of any complaints Client has about the Model. If the Client finds the Model unsuitable for the shoot agreed, the Client shall refuse the Model and immediately release the Model for disposal by De Boekers. Failure to do so shall entitle De Boekers to charge the full rate agreed with the Client.

12. Applicable law and competent court

Dutch law shall apply exclusively to all Booking Agreements. The Amsterdam Court shall be exclusively authorised to hear any disputes resulting from or relating to the Booking Agreement.

The Dutch text shall prevail in the event of any disputes or ambiguities between the Dutch and English text of this Agreement.