

## **Booking conditions for models affiliated with Skin Model Management.**

*Skin Model Management has its registered offices in Amsterdam, and is listed at the Chamber of Commerce under number 34200411 .*

### **Article 1: General**

**paragraph 1** In the event of a booking agreement being formulated between a client and models, make-up artists or stylists (to be referred to below as 'models'), the booking conditions set forth below shall apply in all cases and these booking conditions shall also take precedence over the client's general conditions unless otherwise agreed in writing.

**paragraph 2** The client shall exclusively be entitled to make use of a model's publication rights following and condition upon payment of the invoice amount as provided for in article 2, paragraph 1, and exclusively in the manner agreed in advance with the model via Skin Model Management. No other use shall be permitted, in particular as provided for in articles 4 and 5.

### **Article 2: Bookings**

**Paragraph 1** A booking agreement is a agreement between the client and the model. The model undertakes to render services on a certain date (to be referred to below as 'the booking date') and to relinquish publication rights for a certain period of time to the client; the client undertakes to remit payment to Skin Model Management for the services rendered by the model and by Skin Model Management. The booking agreement shall be deemed to be formulated once a client enters into a agreement with the model via Skin Model Management (to be referred to below as 'booking') to purchase these services and publication rights for a certain sum of money (to be referred to below as 'the invoice amount').

**Paragraph 2** The invoice amount is the sum of:

- a. The model fee, consisting of the standard rates, royalties, surcharges and special surcharges charged by the model.
- b. The travelling time.
- c. The agency fee, which is a sum equalling to 20% over a and b above.
- d. The travelling expenses.
- e. The VAT over the total amount.

**Paragraph 3** Models can be booked per whole day, half day or per hour.

### **Article 3: Standard rates**

**Paragraph 1** The standard rates operated by the models are available on request. In the absence of written agreements to the contrary with the model or written and verbal notifications made by the agency, the standard rates shall be binding.

**Paragraph 2** The standard rates consist of a fee for services rendered and publication rights expressed in:

- a. A daily rate: this rate is charged for bookings of 1 day. The model shall in this case be actually available to the client for 8 hours. If the booking relates to film recordings, the model shall be actually available to the client for 10 hours.
- b. Half day rate: a half day consists of 4 hours and shall in any event end before 1 p.m., or commence after 2 p.m.
- c. Hourly rate: this rate is the minimum rate charged for each booking. Bookings of less than 1 hour will be subject to a surcharge of € 25.

**Paragraph 3** For photography assignments, the client will, upon payment of the standard rate, be entitled to publish in the Netherlands only the photographic material taken on the booking date in daily and weekly publications and advertising brochures with a maximum circulation of 850,000 printed copies and usage on internet for a period of 1 year following the booking date. Surcharges are payable for usage as provided for under article 4. A

separate agreement must be entered into for other forms of usage, and in particular the usage provided for under article 5.

Paragraph 4 The client shall be obliged to inform Skin Model Management of any change and/or adjustment and/or conversion of the provisions of the third paragraph to the effect that the model and/or the material and/or the publication rights are used in a manner other than what has been agreed in writing between the client and the model.

Paragraph 5 Half of the standard hourly rate shall be payable for preparations for recordings such as rehearsals and trying on clothing and so on, which in any event shall not take more than two hours. Following that time, the full standard hourly rate will be charged.

#### **Article 4: Surcharges**

Paragraph 1 For the following services and/or publication rights the models will charge the following surcharges in addition to the standard rates, whether or not expressed in percentages of the standard rate:

- a. For hours worked between midnight and 8 a.m., the surcharge is two times the standard rate.
- b. For nude photography, the surcharge is at least half of the standard daily rate; and above that a surcharge of 100% of the standard rate is charged.
- c. For lingerie and/or underwear photography, the surcharge is 50% of the standard rate.
- d. For use in other countries, the surcharge is 50% of the standard rate and other surcharges. (With the exception of Germany and Belgium: 100%).
- e. For billboards, bus shelters, trams, busses, flyers, posters and displays/POS materials, etc.: rates available on request.
- f. For commercials on the Dutch broadcasting stations RTL 4, RTL 5, RTL 7, RTL 8, SBS 6, Veronica, Net 5, regional and foreign broadcasting stations: rates available on request.
- g. In the event of the period provided for under article 3, paragraph 3 having elapsed, the client, upon payment of a surcharge of 100% of the agreed amount, together 105%, shall be granted the publication rights for an additional period of one year in the Netherlands starting immediately on the last day of the initial period provided for.
- h. In the event of the surcharge provided for in article 3, paragraph 3, being higher than the given maximum, the surcharge shall be 100% of the standard rate plus other surcharges for the publication right on a maximum of twice the circulation.
- i. In the event of any surcharge per calendar year and/or other period and/or number of broadcasts being payable, the client shall be required to remit the applicable surcharge in full, even if no use is made of the facility or the material during the entire period.

Paragraph 2 The client shall be obliged to inform Skin Model Management of any change and/or adjustment and/or conversion of the provisions of the first paragraph to the effect that the model and/or materials and/or the publication rights are used in a manner other than what has been agreed in writing between the client and the model.

#### **Article 5: Special surcharges**

Paragraph 1 For non-standard usage, as provided for in article 3, paragraph 3 and/or article 4, a separate agreement must be entered into between the client and the model (via Skin Model Management) for the non-standard usage and the relevant rates.

The model shall be entitled to a surcharge to be specified, in particular for usage for the purpose of:

- a. CD cases, book jackets, calendars, stickers, etc.
- b. Internet applications.
- c. Packaging.
- d. Cinema commercials or similar communications.
- e. Video/DVD/TV/film/CD-ROM recordings, or other (new) recording media; a separate surcharge will be payable for recordings designated for use in TV commercials only if they deviate from the provisions of article 4, paragraph 1f.

- f. Live shows, presentations in any form whatsoever, whether or not designated for video/TV.
- g. The client requiring exclusive rights to the model.
- h. Campaigns with a duration exceeding 12 months.
- i. Media not specified above/media not known at present.
- j. More than one medium, for example the use of existing materials, such as a packaging, in a TV commercial.
- k. Conversion of one medium into another medium.
- l. More than one subject of the material.

Paragraph 2 The client shall be obliged to inform Skin Model Management of any change and/or adjustment and/or conversion of the provisions of the Paragraph 1 of this Article 5 to the effect that the model and/or materials and/or the publication rights are used in a manner other than what has been agreed in writing between the client and the model (via Skin Model Management).

#### **Article 6: Travel**

Paragraph 1 50% of the standard rate, rounded off to half hours, shall be charged to the client for the travelling time, to be calculated from Amsterdam to the location. No travelling expenses will be charged for whole-day bookings.

Paragraph 2 In the event of the work being carried out outside of Amsterdam, the client shall be required to reimburse the travelling expenses in full: in the case of transport by train, based on the first class rate of the Netherlands Railway Company (NS), in the case of transport by car, based on kilometre expenses for which the amount per kilometre shall be equal to the amount that can be reimbursed tax free in that year. In the case of air travel based on tourist class, the client shall also be required to reimburse the taxi expenses incurred.

Paragraph 3 Travel and accommodation costs for foreign trips shall be paid by the client.

Paragraph 4 Travel and accommodation expenses for models staying or residing abroad shall be paid in full to the client.

All of the fees referred to in this article are exclusive of VAT.

#### **Article 7: Payment**

Paragraph 1 Skin Model Management shall send invoices to the client on behalf of the model. The client shall be required to transfer the invoice amount to the bank account of Skin Model Management, account number 46.47.64.424, stating the invoice number, within 14 days from the date of the invoice.

Paragraph 2 In the event of the payable invoice amount and/or other payable amounts not being remitted by the due date - notwithstanding and in addition to the client's obligation to pay the fine(s) as provided for in Article 11 below - the extrajudicial costs between the parties, in anticipation of the establishment of the actual costs, shall be provisionally set at an amount equal to 15% of the invoice amount.

Paragraph 3 In the event the client is in default of its payment obligations, as and when due, the model and/or Skin Model Management, notwithstanding and in addition to any other rights arising in this regard, shall be entitled, without further notice of default, to payment of interests at a rate of 1.5% over the payable amount per calendar month or per part of a calendar month with effect from 14 days following the date of the invoice.

Notwithstanding anything to the contrary, the client shall not be entitled to make any use of the work provided by the model until all payments have been made in full by the client.

Paragraph 4 All costs incurred by the model and/or by Skin Model Management to effect the rights of the model and/or Skin Model Management, and all (extra)judicial (collection) costs shall be payable by the client without further demand or notice of default being required.

The (extra) judicial (collection) costs shall total at least 15% of the payable amount with a minimum amount of € 75, plus postage costs for each individually claimed invoice amount. Paragraph 5 All costs, (extra) judicial or other relevant costs, incurred by the model and/or Skin Model Management following failure by the client to comply with the booking conditions, and in connection of such failure, shall be paid by the client.

Paragraph 6 In the event of the client failing to lodge complaints, in writing and giving details of such complaints, within 8 days from the date of the invoice, the client shall be deemed to have fully approved the content and the amount of the invoice he has received. In such event the client shall not be entitled to suspend its obligations to pay the invoice amount.

Paragraph 7 The client shall at all times remain liable for payment of the invoice.

#### **Article 8: Options**

The model can, via Skin Model Management, grant the client a priority right (to be referred to below as an 'option') to book the model for a certain date. Options must be converted into a booking at least 24 hours prior to the booking date, and for models staying or residing abroad, at least 48 hours prior to the booking date. The option rights shall automatically become null and void if not confirmed on time in accordance with this paragraph. In the event of another client wishing to book the model for the same day or days, the client that placed the option must decide at that moment whether or not to convert the option into a booking agreement. In the event of the option not being converted into a booking agreement at that time, the option shall be null and void and the other client will be permitted to book the model for that date.

#### **Article 9: 'Fair weather bookings'**

In the event of the client clearly indicating in his booking that the booking shall only be required subject to the condition that the weather is fair (to be referred to below as a 'fair weather booking'), that booking can be cancelled on one occasion only free of charge. In the event of the fair weather booking being repeated and cancelled for a second time, half of the invoice amount shall be payable. In the event of a third cancellation, the entire invoice amount shall be payable, irrespective of the time that has elapsed since the previous cancellation.

#### **Article 10: Cancellations**

Paragraph 1 In the event of the client cancelling the booking more than 48 hours prior to the booking date, and for models staying or residing abroad more than 72 hours prior to the booking date, no charges will be made. Irrespective of whether the cancellation is the fault of or can be attributed to the client, if the booking is cancelled within 48 hours or 72 hours respectively, 50% of the full, agreed invoice amount shall be payable and 100% shall be payable if the cancellation is made on the booking date itself.

Paragraph 2 In the case of bookings of several days, the provisions of paragraph 1 shall be applicable mutatis mutandis, subject to the condition that the cancellation period is just as long as the booking period.

#### **Article 11: Penalty clause**

In the event of the client failing to comply with his duty of notification and/or payment obligation as provided for in articles 3, 4, 5, 6 and 7, the client shall forfeit to the model and Skin Model Management an immediately payable fine of five times the invoice amount for each act of non-compliance on the part of the client, without notice of default being required.

## **Article 12: Liability**

**Paragraph 1** In the event of the model failing to comply or comply in full with the provisions of the agreement with the client, whether or not formulated with the mediation of Skin Model Management, or making negative statements about the client, Skin Model Management cannot be held liable for any damages suffered by the client in that regard. For the avoidance of doubt Skin Model Management and/or the model shall in no event be liable for lost profits.

**Paragraph 2** The client accepts liability for all damages suffered by the model and Skin Model Management arising from a (booking) agreement.

**Paragraph 3** Contrary to the provisions of the Netherlands Civil Code regarding liability arising from agreements, the model cannot be held liable under any circumstances, other than deliberate act or omission, for more than the total of the invoice amount less the agency fee, and Skin Model Management for the total amount of the agency fee.

**Paragraph 4** Neither the model nor Skin Model Management can be held liable for longer than one year following the booking date for any damages arising from the booking agreement.

## **Article 13: Third parties**

**Paragraph 1** In the event of the client entering into agreement in any manner whatsoever with third parties concerning the use of any of the materials referred to in the conditions set forth above, the duration of that agreement shall not exceed the duration of the agreement entered into with the model, other than with his or her prior, written permission (via Skin Model Management).

**Paragraph 2** In the event of the provisions of the first paragraph being violated, the client shall forfeit to the model an immediately payable fine of five times the invoice amount without notice of default being required.

**Paragraph 3** In addition to the fine provided for in paragraph 2, the client shall remain fully liable for damages in respect of violations of the provisions of paragraph 1 above.

**Paragraph 4** The client undertakes to the model, on penalty of a fine of five times the invoice amount, to incorporate in any agreement to be entered into with a third party as provided for in paragraph 1 a penalty clause in the event of that third party or those third parties making use of the materials without the permission of the client following termination of the agreement entered into with the client. This fine shall total five times the invoice amount for each violation and shall be directly payable by that third party to the model.

**Paragraph 5** All fines shall be paid via Skin Model Management, which shall be responsible to make any relevant payment to the model in question.

## **Article 14: Disputes**

These booking conditions shall be governed by Dutch law.

All disputes arising from (booking) agreements entered into with the model and/or Skin Model Management shall be adjudicated by Dutch law and shall be referred to the competent court in Amsterdam.

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