

## **General terms & conditions**

1. These conditions apply as soon as one or more models are booked through Dutch Casting Agency BV (hereinafter referred to as DCA) or if DCA's services are otherwise used, regardless of what services are concerned (example: booking models, arranging castings, sending models' material or re-use of models' material who were booked at any time via DCA).

2. Our client is considered to be the person that uses DCA's services and/or the person who wishes to receive the invoices for the services. If the person using DCA's service and the person wishing to receive the invoices are two different people or legal entities then DCA may assume that they both are clients: they therefore both are personally responsible for the obligations towards DCA and its models.

3. DCA is obliged to ensure that the models booked by the client are aware of the time that they need to be on location and what kind of clothing or other matters they should bring. Furthermore, DCA will assist the client in selecting the models and DCA is held to draw up an invoice that meets legal requirements.

4. The Agency protects the interests and all other matters of its models. DCA clients may not contact the models directly for legal or financial affairs. Clients may not ask the models to sign contracts, unless prior agreement has been reached with DCA in writing. Contracts that go against these conditions and are signed without consent from DCA are not binding for the model nor for DCA.

5. DCA guarantees that income tax and premiums will be paid and if necessary will indemnify its clients for claims from governments, semi-governments or models thereof.

6. Amounts mentioned by DCA are always exclusive of VAT and any travel and accommodation expenses.

7. Clients may not publish any material until the remunerations and costs have been paid in full to DCA.

8. Any other use or re-use of pictures and film material is prohibited unless DCA has explicitly given permission in writing. DCA is obliged to supply their consent and the remuneration that they receive for it in writing. In order to protect the models and the models for whom DCA acts as a mediator the following applies: the fact that a written proposal or a copy thereof is lacking in DCA's administration is binding proof of the fact that the required permission for the portrait rights has not been given.

9. Publications of models that include text, computer or other simulations, images, background or any other effects that violate the truth or the model's respectability are prohibited.

10. Use of the models' portrait is protected by Copyright. The conditions stated in the Copyright law regarding these portrait rights remain unimpaired.

11. In case of unauthorised publication by the client or any of his employees, it is justified for DCA to set the fee for the portrait rights at their own discretion, plus an additional fee of 1200 EUR per model, for each year or part thereof that the unauthorised publication lasted . The fee is owed by the client.

12. In case of repeated violation of the prohibition mentioned in article 8 and 9 the violater is held to pay the portrait rights per model for a period of 5 years, worldwide, for all media and means of publication.

13. DCA cannot be held liable for damages to matters caused by models or their companions.

14. DCA cannot be held liable for damages caused by the fact that models do not cooperate, are too late or do not arrive at a shoot unless it can be proved that there is gross omission or negligence on DCA's part. Gross negligence or omission on DCA's part does not in any way apply if the models do not cooperate in shoots or castings or if they are ill. Also, gross negligence or omission does not apply if the models booked via DCA do not uphold agreements or contracts that they have entered into with the client.

15. For models that do not cooperate, do not follow the directions by the director, photographer, stylist, etc., DCA may only charge portrait rights if the footage is successful and is indeed published. In all cases, DCA will charge the hourly and travel costs and expense fees.

16. If a booking is cancelled 48 hours in advance, no costs will be charged. If a booking is cancelled only 24 hours in advance, DCA will charge 50% of the agreed amount. If the booking is cancelled on the day itself, DCA will charge 100% of the agreed amount.

17. A casting is arranged by DCA at a price determined in advance. In addition, for castings for special events the travel costs for the persons that are casted will be invoiced. If the client cannot make a choice from the selection of people casted, the amount agreed upon in advance will still have to be paid.

18. In case of an option, DCA does not check the model's size and appearance. The model will, however, be checked for availability, although no rights can be derived from this.

19. Payment must be effected within 14 days of the invoice date, as indicated by DCA and in the currency of the invoice, unless otherwise indicated by DCA in writing. DCA is authorized to send periodical invoices. If client does not pay the invoice on time, the client will legally be in default. The client will therefore owe an interest rate of 1% per month unless the legally valid interest rate is higher, in which case the legal interest rate will apply. The interest over the amount due will be calculated as per the moment the client defaults until the amount is paid in full. DCA is authorised to use payments made by client to apply in first instance to pay costs, subsequently for payable interest and finally for settlement of the principal amount and the current interest. DCA is authorised, without running the risk of being in default, to refuse an offer for payment if client suggests a different order to settle payment.

DCA is authorized to refuse full payment of the principal amount if it does not include the payable and current interest and collection costs. Client is never authorized to settle the amount owed to DCA. Objections in view of the height of the invoice will not delay the obligation for payment. If client is in default or omits to (timely) meet his obligations, all collection costs will be charged at client's expense. Extra-judicial costs will be charged based on what is common practice in the Dutch collection business, presently being the calculation method according to 'Rapport Voorwerk II'. If, however, DCA has made higher expenses to collect than what reasonably can be considered necessary, the actual costs will be reimbursed. Any judicial or execution costs will also be claimed from the client. Client will also owe interest over the collection costs. Finally, DCA is not obliged to pay the model in question if client has not paid the amount due to DCA.

20. Dutch law applies to these terms and conditions, any differences of opinion will be put before an authorized judge in Amsterdam.