

The booking conditions CHOC Models based in Zwijndrecht, registered with the Chamber of Commerce in Rotterdam under number 24,390,901.

Article 1. GENERAL

If a booking agreement is established between a client and a model (s'), make up artist (s) and stylists (hereinafter " model (s) " shall in all cases following booking conditions prevail booking conditions even if the client's general conditions unless otherwise agreed in writing.

CHOC Models is authorized by law to represent the interests of the models.

Article 2. BOOKINGS

Paragraph 1. A booking agreement is an agreement between the principal and the model . The model undertakes to render services on a certain date (hereinafter ' booking date ') and to relinquish publication rights for some time to the client ; the client undertakes to pay to CHOC Models for services rendered by model and CHOC Models. Booking - agreement is established when a client connects to the model through CHOC Model (hereinafter "books") to purchase these services and publication rights for a certain amount (hereinafter " invoice "). The model explains itself at any time agree to the rates charged by CHOC Models both for the booking even if the surcharges.

Paragraph 2. The invoice amount is the sum of:

- a. Model fee, consisting of standard rates declared by the model , royalties, fees and special fees .
- b. The travel time
- c. The agency-fee 20 % or 25 % from a and b
- d. Model fee and the travel time of the model
- c. VAT on the total amount
- e. Models can be booked per day, half day or hour.

Article 3. STANDARD RATES

Paragraph 1. CHOC Models periodically publishes established by models standard rates. In the absence of different arrangements with the model or written and oral communications of CHOC Models, the standard rates are binding.

Paragraph 2.

The standard rates consist of a fee for work and expressed in publishing rights:

- a. Daily rate: this rate is charged for bookings of 1 day. The model is in this case actually eight hours available to the client. If the movies are concerned, the model is actually 10 hours available to the client.

- a. Half day rate: a half day consists of 4 hours and should end in any case before 13.00 pm, or commence after 14:00 .
- b. Hourly Rate: This rate is calculated as a minimum at each booking. for bookings of 1 hour or less is becoming a surcharge of € 27.50

Paragraph 3. With photo assignments, the client receives a fee from the standard rate the publication rights for a period of one year from the booking date in the Netherlands. The photographs taken at the booking date to publish in newspapers and magazines and advertising brochures with a maximum circulation of 850,000 copies printed. For use as mentioned in Article 4 will apply surcharges. For off-label use and in particular the use mentioned in Article 5 should be a separate contract.

Paragraph 4. The client has a duty to report to CHOC Models with regard to any modification and / or adjustment and / or conversion of the paragraph above , with the model and / or the material publishing rights are used other than as agreed in writing between the client and the model.

Paragraph 5. If the preparatory work for recordings such as rehearsals and fit and so do not take more than two hours, apply half the standard rate . Then the full standard fee will be charged.

Article 4. CHARGES

Paragraph 1 In case of the following services and / or publication rights on top of the standard published rates off the models, the following fees calculated, whether expressed as percentages of the standard rate;

- a. off work between 24.00-08.00 hours, the surcharge amounts to twice off the standard fee.
- b. nude photography, the surcharge is at least half a standard daily rate, above is what is charged 100% of the standard rate.
- c. lingerie and / or underwear photography, the surcharge is 50% of the standard rate.
- d. use in other countries, rates on request.
- e. billboards, bus shelters, trams, buses, bills, posters and displays etc. rates on request.
- f. commercials on all Dutch and foreign television channels, tariffs on request.
- g. if the scope of Article 3 paragraph 3 deadline, the client obtains upon payment of a fee of 100% of the agreed amount with an inflation of 5% together 105%. The publication rights for another year in the Netherlands, following the said period.
- h. if the circulation referred to in article 3, paragraph 3 is higher than the specified maximum, the surcharge is 100% of the standard rate plus other surcharges for the publication entitled to a maximum of twice the circulation.

- i. if any fee is payable each calendar year and / or time and / or number of broadcasts, the client must comply with all applicable charge even if not used during the entire period of the facility or the equipment.

Paragraph 2. The client has a duty to report to CHOC Models with regard to any changes and / or modification and / or conversion of the in the first paragraph above, with the model and / or material and / or publication rights are used other than as agreed in writing between the client and the model

Article 5. SPECIAL CHARGES

Paragraph 1. For the deviations from the use as specified in Article 3 paragraph 3 and / or article 4 should respect the different usage and pricing of which will be entered into a separate written agreement between the client and the model (via CHOC Models) .

The model is entitled to a further supplement to be agreed , in particular for the use for:

- a. CD covers , book covers, calendars , stickers , displays, etc.
- b. packaging.
- c. cinema commercials or similar messages.
- d. video / TV / film / CD recording and other new recording media. In a separate charge recordings to be used for TV commercials only if they deviate from what is stated under f Article 4 paragraph 1.
- e. live shows, presentations in any form whatsoever , whether or not intended for TV / video.
- f. exclusivity of the model by the client desired.
- g. campaigns for more than 12 months.
- h. internet
- i. not mentioned above media / hitherto unknown media .
- j. more than one medium, such as the use of existing materials , such as a package in a TV commercial .
- k. conversion from one medium into another medium .
- l. more than one subject-matter of the material.

Paragraph 2. The client has a duty to report to CHOC Models terms any modification and / or adaptation and / or conversion of the in the first paragraph above, wherein the model and / or the material and / or the Publication rights are used other than as agreed in writing between the client and the model off CHOC Models.

Article 6. TRAVEL

Paragraph 1. For the journey to be calculated from their home address or Zwijndrecht and / or Rotterdam to the client 50% of the standard rate to the client will be charged with rounding to whole hours.

Paragraph 2. If the work is performed outside the region of Rotterdam, the client must reimburse the cost of traveling. In case of transport by train on a basis of the rate of a first class train ticket. In the case of transport by car with a mileage amount per kilometer is equal to the maximum for that year can be reimbursed tax: at least in the case of transport by air -based tourist, the client must also reimburse the taxi cost.

Paragraph 3. Travel and accommodation costs for foreign travel should the client be satisfied.

Paragraph 4. Travel and subsistence abroad or residing models are fully charged to the client.

All fees mentioned in this article are exclusive of VAT.

Article 7 PAYMENTS

Paragraph 1. The client must, within 30 days of the invoice date, to have paid the invoice amount to the account of CHOC Models, account number 120 183 366 quoting the invoice number.

Paragraph 2. In case of non or late payment of the invoice and / or other amounts due are - obligation notwithstanding clients to the fine (s) referred to in Article 11 - the extrajudicial costs between the parties , in anticipation of the adoption of the actual costs , provisionally set at an amount equal to 15% of the invoice amount.

Paragraph 3. If the payment period has expired, the model and / or CHOC Models without prejudice to rights arising without further notice be entitled to charge a default interest of 1.5 % on the amount due each month or part of calculating the month from 30 days after the date indicated on the invoice.

Paragraph 4. All costs incurred by the model and / or CHOC Models are created to effect the rights of the model and / or CHOC Models, and all (extra) judicial (collection) costs payable by the client without further warning or notice. For said (extra) judicial (collection) costs amount to at least 15% of the amount due with a minimum of € 70, - plus postage costs for each individually claimed invoice amount.

Paragraph 5. If the model and / or CHOC Models costs (outside) should be made legal, or other relevant costs in order to demonstrate that the client does not comply with the booking conditions, only if the latter also shows, then these costs will be borne of the client.

Paragraph 6. If the client within 8 days will complain in writing and motivated after the invoice date, he shall be deemed to agree with the content of the invoice. The client is then not entitled obligations under suspend any complaints.

Paragraph 7. The principal shall at all times be liable for the payment of the invoice.

Article 8 OPTIONS

Paragraph 1 The model can through CHOC Models to the client / optant the priority right (Hereafter " Option") granted to book the model for a certain date.

Options serve more than 24 hours, and in residing abroad or residing models 48 hours, to be converted into a booking before the booking date. The options automatically expire in late confirmation.

If another client's model for the same day (s) wants books, optant must decide at that time to convert the option into a booking agreement. If the option is not converted into a booking agreement, the option expires and the other client can book the model for that date.

Article 9 ' GOOD WEATHER BOOKINGS "

Paragraph 1

If the client clearly indicating in his booking has indicated that it only applies under the condition that the weather is good (hereinafter: " Weather permitting entry), then such a reservation can be canceled once free of charge. If the weather is nice entry is repeated and canceled for the second time is owed half of the invoice amount. In a third cancellation, the entire invoice amount regardless of the time that has elapsed since the previous cancellation.

Article 10 CANCELLATIONS

Paragraph 1 If the client more than 48 hours and for non-resident or resident models more than 72 hours before the booking date cancels the booking there are no costs. Regardless of whether the cancellation cannot be accused or charged to the client, if it is canceled within the 48-hour period c.q. 72 hours. 50% of the total agreed invoice amount and 100 % is payable if the cancellation is made on the booking date.

Paragraph 2 For multi-day reservation, paragraph 1 shall apply accordingly, provided that the cancellation period is as long as the booking period.

Article 11 PENALTY CLAUSES

Paragraph 1 If the client fulfills its Articles 3, 4, 5, 6 and 7 Notification and / or payment obligation fails, the client will forfeit without any notice being required, in favor of the model and CHOC Models a fine of five times the invoice amount for each default by the client.

Article 12 LIABILITIES

Paragraph 1 If the model the contract with the client that may or may not come through the intervention of CHOC Models created, or partial failure to fulfill or indulges in negative statements about the client, CHOC Models can not be held liable for any damage which resulting the client may arise.

Paragraph 2. The client accepts liability for any damage that may flow for a contract (booking) for the model and CHOC Models.

Article 13 THIRD PARTY

Paragraph 1. If the client referred to in any way correspond with third parties regarding the use of any of the above terms of material, the duration of that agreement, the duration of the non surpass agreement with the model, except for his / her prior written permission (via CHOC models).

Paragraph 2. In case of violation of paragraph forfeits the client in favor of the model a fine of five times the invoice amount without any notice is required.

Paragraph 3. In addition to the fine referred to in paragraph 2 remains at client against the model fully liable for damages in respect of violation of paragraph 1.

Paragraph 4. Client undertakes towards the model forfeited a fine of five times the invoice amount to conclude with a third party agreement referred to in paragraph 1, to include a penalty clause in the event that a third party makes unauthorized use of client / making the material after the agreement is terminated concluded with the client. This penalty is five times the invoice amount for each violation and is directly due to the model by these third parties.

Paragraph 5. All payments of fines pass through CHOC Models who ensures that the funds are transferred to the appropriate model.

Article 14 RELATIONSHIP EVENT

Paragraph 1. All models off CHOC Models, without the prior written consent of CHOC Models, forbidden to 3 years after the end of the last contract arising from this agreement, directly or indirectly, for themselves or for others, for a fee or free of charge in any form to be directly employed or to maintain contact with clients and / or associates of CHOC Models, both national and international. This period is extended by the time that the client has extended the right to use the reinforced material under the contract.

The client and the model undertake towards CHOC Models forfeiture of a fine from twenty-five thousand euro's in direct contacts with model / artist and / or client and / or customer. Not with standing the right Choc Models to recover the actual damages from parties.



Article 15 DISPUTES

Paragraph 1 These booking conditions are governed by Dutch law. All out with a disputes resulting model closed (booking) agreement will be assessed under Dutch law and must be brought before the competent court in Rotterdam .