

GENERAL BOOKING CONDITIONS THEA MEULENBERG CASTING

Registered in Amsterdam, The Netherlands at the Chamber of Commerce registration number 333.16.49.70, hereafter called 'Thea Meulenberg Casting'.

1. Applicability of Conditions

These General Booking Conditions cover all agreements between Thea Meulenberg Casting and third parties (hereafter called 'The Client') related to models, actors, actresses, stylists, make-up artists, registered with and supplied by Thea Meulenberg Casting, unless otherwise agreed in writing.

Deviations from these General Booking Conditions are only valid when they are made by written agreement between The Client and Thea Meulenberg Casting.

It is The Client not allowed to make direct agreements with models, actors, actresses in relation to the services provided and the use of the material unbeknownst to Thea Meulenberg Casting.

The General Booking Conditions of Thea Meulenberg Casting take precedence over any General Booking Conditions of The Client, unless agreed otherwise.

2. Formation booking order

A booking contract is considered as given when The Client or his representative orders Thea Meulenberg Casting to book a specific model/actor.

The following applies for final orders as for option bookings. In the absence of any contrary agreement with Thea Meulenberg Casting, the order confirmation/the invoice, with the specifications thereon, exclusivity and buy-out to The Client is binding between the parties, regarding the determination of the content of the agreement.

The order confirmation will serve as basis for the calculation of the rate, the allowances and the model prices, subject to the following. For all models/actors is that they basically reserved the right to turn down a booking order.

3. Rates

Rates by Thea Meulenberg Casting upon request.

4. Composition model prices, fees and rates

All prices exclude intermediation fee and VAT. On top of that a so-called agreed finders fee and casting fee can be calculated.

5. Standard rates

For the different models are the respective standard rates, according to categories specified by Thea Meulenberg Casting. Working hours and travel times are rounded up to half an hour.

Hourly rate: This rate is for every booking as the minimum rate. Bookings for 1 hour or less be increased by an allowance in accordance with to the price list of Thea Meulenberg Casting.

Half day rate: A half-day consists of 4 consecutive hours. The half-day rate is only applicable when a booking is for a period ending at 13.00 hours or starting at 14.00 hours on any day.

Daily rate: This rate will be charged at a 1-day booking. In this case the model actually is 8 consecutive hours available to The Client.

Fares above are separate from the under the following conditions agreed surcharges, in connection with required work and the use of material.

6. Surcharges

In addition to the standard rates Thea Meulenberg Casting calculates surcharges for the following.

- a. Work between 22.00 and 07.00 hours.
- b. Use of movie/photo images for displays, showcards, posters, folders, banners, streamers, inserts, outdoor posters, abri posters, billboards, public transport, leaflets, flyers, internet, packaging, calendars and so on.
- c. Use of photographs outside the Netherlands.
- d. Lingerie, 50 % of the working time.
- e. Nude, 100 % of the working time, minimum daily-rate.
- f. Television/Film, broadcasting time.

7. Travel reimbursement

For travel time, 50 % of the hourly rate charged. This is calculated from Amsterdam to location. The journey is based on the travel times of public transport. The travel time is rounded up to nearest half hour. In case of booking for the daily fee, no travel time will be charged.

8. Travel allowance

If the work of the model take place outside Amsterdam, The Client must pay the complete travel expenses first class by train. The travel expenses will be calculated from Amsterdam to location. In the event of a booking of a child under 15 years, the expenses of both child and one supervisor will be compensated. Even if the work takes place in Amsterdam and the child lives outside Amsterdam. When actors/actresses are, one km fee is charged.

9. Rates for exclusivity

If The Client indicates, exclusivity may be agreed in principle with respect to a model/actor. Exclusivity can be negotiated over a) all other commercial applications from the model/actor, b) commercial applications for similar products. About the interpretation of this distinction the judgement of Thea Meulenberg Casting is decisive. The exclusivity should be stated with the booking contract. The exclusivity is only valid if Thea Meulenberg Casting indicates the exclusivity in the order confirmation.

10. Rates for use in several countries

The Client is not allowed to use the material of model/actor outside the Netherlands or any other country agreed, without explicit prior permission of Thea Meulenberg Casting.

11. Rates for campaigns and long-term use

In case The Client wishes to use (portrait) material for a campaign that lasts longer than the agreed period, there must be a special rate to be agreed in addition to the above listed tariff arrangements. It is not permissible to use a model/actor for a period longer than the agreed period, in any manner whatsoever. Except with the prior consent of Thea Meulenberg Casting and the model/actor.

12. Options

The Client can take an option on the booking order with a model/actor. At least 2 working days before the date booked, the option has to be converted into a definite booking. For an option for a foreign country the period is 3 working days. An option will expire automatically when not confirmed on time.

13. Cancellations

In case of cancellation received at 24 hours before the booked time, The Client must pay 50 % of the agreed rate. If cancelled in less than 24 hours before the booked time, The Client has to pay the entire agreement rate to Thea Meulenberg Casting.

In case of a booking for several days, the cancellation deadline is as long as the booking period. Is the cancellation less than this period, The Client has to pay the entire agreement rate to Thea Meulenberg Casting.

The Client is the entire agreement fee payable in the event a casting fee or a finders fee has been agreed. In this case Thea Meulenberg Casting still has the right to charge The Client for the agreed fee.

For 'nice weather' bookings, The Client may cancel such a booking once free of charge, if The Client when booking clearly stated. In a second cancellation with the same model/actor is 50 % of the agreed rate payable, possibly plus an agreed fee for operations. In a third cancellation of the booking of the same model/actor is 100 % of the agreed rate payable, possibly plus an agreed fee for operations. The calculation of the above periods are not including Saturdays, Sundays and public holidays in the Netherlands.

14. Use

The Client is not allowed to use the material other than the previously agreed use with Thea Meulenberg Casting.

The Client then receives only the right to use agreed, after payment of all sums paid in respect.

Longer use of image rights can only be obtained by a financial compensation and with the consent of Thea Meulenberg Casting.

15. Payments

Payment to Thea Meulenberg Casting by virtue of an invoice, unless otherwise agreed. Within 30 days after the invoice date, the amount has to be credited to the account of Thea Meulenberg Casting. If The Client is not written and substantiated complaint within 8 days, he shall be deemed to agree with the content of the invoice.

From the day the payment period of **30 days** has elapsed, The Client must pay 1.5 % interest per month on the claim. In addition, parts of a month counted as a full month.

All costs incurred by Thea Meulenberg Casting are made in implementation of the Rights of the model/actor and all judicial and extrajudicial costs be borne by The Client. Extrajudicial costs are payable by The Client, without further summons or in default being, in all cases where model/actor and/or Thea Meulenberg Casting should enable a legal expert for the collection of a claim or the enforcement of his/her rights.

The above-mentioned extrajudicial costs are at least 15 % of the outstanding amount with a minimum of € 75, -- per claim.

16. Liability

Thea Meulenberg Casting is not liable for any damages that may occur, when the model/actor booked, any appointment or partial failure to fulfil.

17. Complaints and refusal

In case of a complaint of The Client on the performance of a booked model/actor, Thea Meulenberg Casting can deduct a further agreed amount on the price, if it is justifiable in its opinion. The condition is that The Client immediately, within 24 hours, the complaint stating the reasons and, if desired, this proves. The model/actor in question must immediately be denied.

18. Dispute

All disputes relating to or resulting from a booking contract with Thea Meulenberg Casting be assessed under Dutch Law and submit to the competent court in Amsterdam.

Thea Meulenberg Casting is registered with The Chamber of Commerce in Amsterdam since 1980, number 333.16.49.70.

Rates are available on request.