

## **General Terms & Conditions International Native Casting**

International Native Casting hereinafter referred to as IN-Casting and/or INC, acts as an intermediary on behalf of talent with clients. Unless otherwise agreed on writing, the following delivery conditions shall apply in all cases in which the services of International Native Casting are used. The following delivery conditions also govern the relationship between INC and talent. The delivery conditions of INC prevail at all times even if the client follows their own general conditions. INC is authorized to look after all interests of the talent in all cases. The talent and INC perform their duties in the independent practice of their profession.

### **Article I - Rates**

The rates shall be fixed in agreement with INC and the talent.

### **Article II - Different Rates**

The client has the choice of booking the talent at the following work rates: a day rate, a half-day rate or an hourly rate. The day rate is owed for bookings not exceeding eight hours, and where the working hours are between 8 a.m. and 6 p.m. A half day means four working hours within the same time frame. A surcharge of € 16,- is made for bookings of one hour. Parts of an hour are rounded to an hour. An overtime rate of 200% of the hourly rate is charged for work after 6 p.m. and before 8 a.m. If a talent is booked for continuous fittings and/or rehearsal(s) lasting in total less than two hours, 50% of the hourly rate is charged. After two hours the normal hourly rate applies.

### **Article III - Traveling Expenses**

Unless otherwise agreed in writing, the total traveling expenses, calculated on the basis of the rate for second class transport or €0.29 per kilometer if the talent uses their own automobile from the place of residence to the place of work, will be charged to the client. If work is performed abroad, the client should pay the traveling and accommodation expenses in full. Half of the work rate is charged pro rata for traveling times that exceed one hour. The client is also responsible for the traveling expenses of an escort when the talent is under 16 years of age. Agency commission will be charged on any possible traveling expenses.

### **Article IV - Casting Fee**

Unless otherwise agreed in writing, any additional casting fee shall be agreed upon separately.

### **Article V - Surcharges**

In addition to the applicable work rates, the client shall also owe a surcharge of 50% of the hours of work for each recording used for lingerie and/or underwear scenes, and 100% of the hours of work for each recording used for nude scenes. Surcharges for the use of recordings involving commercials, posters, displays, packaging, stickers, interactive media, internet, and of film and TV recordings in more than one country, and longer than one year, etc, shall be agreed in consultation between INC, the client and the talent.

### **Article VI - Exclusive Rights**

The client has no right to the exclusive use of a talent. If the client wishes to have the exclusive right, binding agreements on this subject should be made in advance with INC. Special rates will apply in such cases.

### **Article VII - Additional Costs**

Unless agreed otherwise in writing, all work rates applied by INC are exclusive of agency commission, value-added tax (BTW), traveling expenses and any other expenses.

**Article VIII - Options and Bookings**

The order of confirmation signed by the client and INC is binding for all parties. Options on talent should be confirmed one working day before the start of any booking in order to be effectuated. Bookings take precedence over options. The first option holder shall be given the opportunity to convert his option into a booking before the booking of a second option holder is confirmed. A booking condition is an agreement between the client and the talent.

**Article IX - Cancellations**

No charge shall be made for cancellation by the client up to 48 hours before the agreed start of the hours of work. The client shall owe 50% of the agreed fee, the agency fee and the administration costs, with a minimum of € 46, -, if he cancels between 24 and 48 hours before the start of the work. If the client cancels on the spot, he shall owe the entire agreed fee and all additional costs. Where a booking is made for 2 or more days, the period of notice shall be as long as the booking. If this period of notice is not observed, the client shall owe the entire agreed fee and all additional costs. INC shall at all times be entitled to cancel an order until 24 hours before the start of the work.

**Article X - Fine weather booking**

Fine weather booking: first cancellation no charge, second cancellation 50% of the agreed fee and additional expenses, third cancellation 100% of the agreed fee and all additional expenses, regardless the time spend on the prior booking.

**Article XI - Talent's material**

If the material of the talent is lost while in possession of the client, the resulting costs shall be entirely borne by the client. The above also applies to the return of the material in good condition.

**Article XII - Use of material**

The client shall not be entitled to use photographs/film or other material of the talent for purposes other than those indicated in the confirmation of order and / or booking form and / or the invoice. The client is obligated to notify INC concerning any alterations or adjustments and / or replacements of the material, where the talent and / or material and / or publication rights is used differently than agreed upon in writing with INC.

**Article XIII - Use after payment**

- i. The client shall not obtain the right to use recordings or material until after payment of the full amounts owed in this respect, unless otherwise agreed in writing.
- ii. If the provisions of XIII-i are infringed, the client shall owe INC an immediate amount of € 156, - per day per recording, calculated from the day of first publication.

**Article XIV - Payments and collection costs**

- i. Payments shall be made within 14 days of the date of the invoice to the bank account of INC-Casting with reference to the invoice and job number. If the client has not objected in writing and given reasons within 8 days of the date of the invoice, the client shall be deemed to have fully agreed to the contents of the invoice.
- ii. From the day that the period for payments expires, the client shall owe INC a 2% interest on the amount to be paid each month, for which purpose parts of a month counts as a full month.

#### **Article XIV - Payments and collection costs (continued)**

iii. All costs incurred by IN-Casting or the talent to enforce their rights and judicial and extrajudicial costs of using the services of a representative, attorney or bailiff shall be borne by the client. Extrajudicial costs shall be owed by the client without any further reminder or notice of default in all cases in which INC or the party represented by it has had to use the services of a representative, attorney or bailiff to collect its claim or enforce its rights. The above mentioned costs shall be at least 25% of the amount to be claimed, with a minimum of € 225, - per claim.

iv. The talent shall be paid for his/her work only after the client has fully discharged his financial obligations to IN-Casting.

v. The client is responsible for the payment of the invoice at all times.

#### **Article XV - The amount paid is always a gross amount.**

Talent have their own responsibility for declaring the payment in their income tax return and shall therefore, themselves, arrange for the payment of the owed tax.

#### **Article XVI - Liability**

i. INC shall not be liable either to the client or to the talent for damages and costs of any kind, except where has been intent or gross fault occurring during hours of work or in connection with the work. The client and the talent indemnify INC against any claim including a claim by or on behalf of third parties.

ii. INC shall not be liable for any damage of the client or third parties, which the talent causes during the job or which may arise if the talent fails to perform or performs inadequately.

iii. The inability of the talent and all other circumstances, which constitute an act of god for the talent, shall serve as an act of god for INC. INC shall be obliged to inform the client of the above-mentioned circumstances as soon as itself becomes aware of them.

iv. If INC should be liable on the grounds of imputable non-performance for any damage suffered by the client or third parties, such liability shall be limited to an amount twice that of the fee, excluding any surcharges that may have been agreed on with the client with respect to the order.

v. The client and the talent indemnify INC against all claims that the industrial insurance association or the tax authorities may wish to enforce against INC.

vi. Both the client and the talent undertake to be insured under a liability insurance policy during the work. The talent also undertakes to be insured against sickness costs during the work.

vii. The client is liable for all damages suffered by the talent and INC that may occur within the timeframe of a booking agreement.

viii. A signed contract between talent and INC is required for each engagement in order to receive payment. If for any reason the signed contract is not received by INC, the fact that the talent accepts an engagement that has been offered to them by INC, with pre-described conditions that include fee(s), the uses of their performance, buyouts (when applicable) and working parameters (date, location and performance time(s)), and talent completes the performance, it is understood that permission for INC's client to utilize talent's performance for pre-described uses has been granted.

#### **Article XVII - Fines**

If the client does not fulfill the provisions described in the preceding articles, with reference to payment and duty of notification, INC is entitled to claim an amount of 5 times the agreed upon fee for each breach of contract.

### **Article XVIII - Third Parties**

- i. If the client in any given way makes an agreement with a third party concerning the use of any of the above mentioned material conditions, the time frame of this agreement, will not surpass the period in which the talent has an order of confirmation with INC, unless another written agreement has been made.
- ii. If the provisions in article XVIII-i are infringed the client will owe INC and the talent a direct fine of five times the prior agreed upon invoice without any reminder or notice of default.
- iii. In addition to the fine mentioned in article XVIII-ii, the client is fully liable when in breach of article XVIII-i.
- iv. With reference to the talent and INC the client should have a clause with the third party in case to prevent that the third party makes use of the material without permission after the order of confirmation with the client has expired. This fine will be five times the agreed upon invoice amount for every breach, and is instantly owed by the third party to the talent and INC.

### **Article XIX - Accidents**

INC shall not be liable to the talent, the client and third parties for accidents to the talent or for the invalidity (permanent or otherwise) or death of the talent on the way to/from the place of recording and during the recording.

### **Article XX - Casting Information**

INC shall not be liable to the talent, client or third parties for any erroneous information or minor differences in measurements on the IN-Casting website.

### **Article XXI - Approaches to the talent other than through INC**

Without the approval and knowledge of INC, the client and the talent are not permitted to get in touch or enter into a contract with each other once they have been put in contact with each other by INC. If this nonetheless happens, twice the amount shall be owed to INC that would have had to be paid if the contracts had been concluded entirely through INC.

### **Article XXII - Applicable law**

All disputes arising from or connected with the work done by INC shall be determined in accordance with Dutch law and shall, in the absence of any provision of peremptory to the contrary, be tried exclusively by the competent court in Amsterdam, the Netherlands.

### **Article XXIII - Internet**

INC will place a selection of her database on the Internet (the talent gives permission for this in advance). INC is not obliged to place each talent on the Internet.

Amsterdam, 2 September 2006