

SESSIBON

General Terms and Conditions

Article 1 - Definitions

In these General Terms and Conditions ('General Conditions') the following terms have the following definitions:

- 'SESSIBON': SESSIBON, with registered office at Gebouw T, Rijksweg Noord 281, 6136 AC Sittard, Municipality of Sittard-Geleen.
- 'Client': The party that issues an Assignment to SESSIBON or that contracts with SESSIBON, including sub-contractors.
- 'Assignment': The work to be agreed between the Client and SESSIBON that is to be performed by SESSIBON, and the conditions under which it is to be performed.

Article 2 - Scope

2.1 All invitations to treat, offers, tasks, Assignments, and contracts with SESSIBON are governed by these General Conditions.

2.2 Any reliance on, or reference by the Client to its own general terms and conditions is not accepted by SESSIBON and such general terms and conditions do not govern any contract, unless expressly agreed otherwise in writing by SESSIBON.

2.3 By entering into a contract the Client is deemed to have received a list of fees charged by SESSIBON and to have agreed to such fees.

2.4 If any provision(s) of these General Conditions is/are void or voidable, the other provisions herein will remain fully enforceable. SESSIBON will negotiate with the Client to replace a void or voidable provision with a new provision that is binding, and that as far as possible takes account of the purpose and scope of the original provision.

Article 3 - Offers

3.1 Offers from SESSIBON are based on the information supplied by the Client. The Client guarantees that to the best of its knowledge it has supplied all information essential for the drawing up, performance, and completion of the Assignment.

3.2 Offers issued by SESSIBON are free of obligation. Offers are valid for a period of two months, unless indicated otherwise. SESSIBON is only bound by an offer if it is accepted by the Client in writing within two months, unless indicated otherwise.

3.3 The rates in the said offers are net of VAT and other governmental taxes, as well as any costs incurred in the context of the Assignment, including postage and administration costs, unless indicated otherwise.

3.4 If the acceptance differs - even on minor points - from the terms of the offer, SESSIBON is not bound by it. There will therefore not be any Assignment in accordance with the different terms of acceptance, unless SESSIBON indicates otherwise.

3.5 An overall price for an Assignment does not oblige SESSIBON to perform a part of the Assignment for a proportionate part of the price.

3.6 Offers do not automatically apply to future Assignments.

Article 4 - Creation of a contract

4.1 A contract is deemed binding on the date on which it is signed by SESSIBON, or on the date that written confirmation of the Assignment is sent by SESSIBON, or on the date that written confirmation of the Assignment is sent by the Client, or on the date that SESSIBON actually starts to carry out work for an Assignment placed by the Client.

Article 5 - Options

5.1 Options on persons for whom SESSIBON acts as agent, irrespective of their work, (the 'Professionals') must be converted into a booking at least 14 days before the booking date, by sending written confirmation to SESSIBON. Option rights automatically expire if written confirmation is not sent in time.

5.2 If another client wishes to book the same professional for the same day(s), the client with the option must decide immediately whether to convert the option into a contractual booking. In such a case, SESSIBON will notify the client with an option of the situation. If the option is not then converted into a contractual booking, the option expires and the other client may book the model for the relevant date.

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Article 6 - Performance of instructions and use of third parties

6.1 SESSIBON will perform any assignment to the best of its knowledge, experience, and ability.

6.2 Insofar as the performance of the assignment so requires, SESSIBON is entitled to engage third parties to carry out all or any part of such work, in consultation with the Client. SESSIBON will decide which third parties to engage. SESSIBON will use its best endeavours to ensure that the agreed obligations and quality are met.

6.3 SESSIBON accepts no liability for work carried out by any third party resulting either from a contract entered into directly between the Client and such third party or between SESSIBON and such third party.

6.4 SESSIBON accepts no liability for loss of any kind due to the Client providing SESSIBON with incorrect or incomplete information, unless SESSIBON ought to have known that this information was incorrect or incomplete.

6.5 If it has been agreed that the assignment is to be performed in phases, SESSIBON may suspend performance of a subsequent phase until the Client has approved the results of the preceding phase in writing.

6.6 If work is carried out either by SESSIBON or by a third party engaged by SESSIBON on the Client's premises or at such other location specified by the Client, the Client will provide the persons who perform such work with reasonable facilities, free of charge.

Article 7 - Rates for photography / commercials

7.1 The standard rates charged by SESSIBON comprise a payment for publication rights and a payment for the work. The rates are categorized as follows:

Daily rate: for bookings of a maximum of eight hours between 8:00 AM and 6:00 PM.

Half-day rate: for bookings of four consecutive hours, falling within the same half-day, thus ending no later than 1:00 PM or starting no earlier than 2:00 PM.

Hourly rate: for bookings of one hour or less, there is a minimum surcharge of €25.00. A part hour is counted as a full hour.

7.2 Work performed after 6:00 PM and before 8:00 PM is charged at a higher rate. Details will be supplied on request.

7.3 For photographic Assignments, the Client will be granted publication rights for the photographic material made on the booking date, for payment at the standard rate, for a period of one year following the booking date, for publication in daily or weekly magazines and advertising leaflets published in the Netherlands in so far as the number of copies printed does not exceed 850,000.

7.4 Photos taken during shows or other events may not be used or published except with the prior agreement of SESSIBON. Such use or publication must always make reference to the name of SESSIBON in such a manner as SESSIBON will specify.

7.5 If the Client wishes to use the photographic material for purposes other than those referred to in the preceding section, it must reach agreement with SESSIBON in this regard, whereupon an additional charge will be invoiced to the Client.

7.6 All sums are net of VAT.

7.7 SESSIBON is entitled, without prior notice, to increase the rates as agreed in the offer as at 1 January of each calendar year by no more than the percentage rate of inflation for the preceding year as published by the CBS.

7.8 In the event of an increase in prices in excess of the inflation rate, SESSIBON is entitled to increase its rates. The Client is entitled to terminate the Assignment if the increase is more than 10% in a year. The Client is not entitled to terminate the Assignment if the authority to increase the rate is conferred by law.

7.9 SESSIBON will notify the Client in writing of its intention to increase the rate pursuant to section 7, above, specifying the amount of the increase and the date on which it is to come into effect.

7.10 If the Client does not wish to accept the increase of the rates as notified by SESSIBON, it is entitled to terminate the Assignment by written notice sent within two weeks following notification of the increase, either with immediate effect, or from the date on which SESSIBON indicated that the rate increase would come into effect.

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Article 8 - Special rates and exclusivity

8.1 Special rates apply to the use of models for film, television, or video recordings, commercials, or shows, or the use of still photographs or film material in more than one country, or for a period longer than twelve months after the date of recording, or in the case of exclusivity or the preparation of work, other than by way of, for example, rehearsals; these rates must be agreed with SESSIBON in advance in writing.

8.2 In principle, the Client has no right of exclusivity in respect of the models supplied by SESSIBON. If the Client wishes for such exclusivity, a prior written agreement should be negotiated with SESSIBON. Special fees will be payable in respect of exclusivity, to be agreed with the Client.

8.3 The Client will not acquire the right to the agreed use of the recording or publication rights until payment of the rates owed for such rights has been made in full. No other use is permitted before then.

Article 9 - Intellectual property rights

9.1 The Client is not entitled to use a recording for any longer period or in any other way than has been expressly agreed in advance with SESSIBON.

9.2 Without prejudice to the other terms of these General Conditions, SESSIBON reserves the rights and authorities accorded to it under the Dutch Copyright Act (*Auteurswet*).

9.3 The Client is not permitted to record on film, video, photographic still, or any future image carrier the performance of the work by SESSIBON and any professionals/models (male or female) that it engages, and to use this for commercial purposes, without the prior written consent of SESSIBON.

9.4 In respect of Assignments for commercials, corporate films, video clips, and further unspecified assignments, the Client must always enter into a written contract with SESSIBON to acquire publication rights thereto.

9.5 Any breach of these provisions will render the Client liable to pay compensation to SESSIBON for its loss, together with a penalty as specified in Article 17 of these General Conditions.

9.6 Client is responsible for payment of any rights of music/ image rights to Buma Stemra/ SENA or other international accounting bodies.

Article 10 - Force majeure

10.1 Neither party is obliged to comply with any obligation if it is prevented from doing so by any circumstance that is not its fault, or that by virtue of any law, juridical act, or generally accepted practice is not otherwise attributable to such party.

10.2 For the purposes of these General Conditions, 'force majeure' includes, alongside the definitions provided by statute and case law, all external circumstances, whether or not foreseen, over which SESSIBON has no influence, and as a result of which SESSIBON is unable to comply with its obligations, including a strike of employees of SESSIBON, sickness, or incapacity for work.

10.3 SESSIBON is also entitled to rely on force majeure if circumstances that prohibit compliance, or continued compliance, occur after the date by which SESSIBON ought to have complied with its obligations.

10.4 During a period of force majeure, the parties are entitled to suspend their obligations under the Assignment. If this period continues for a period longer than two months, either party is entitled to terminate the Assignment without thereby being liable to compensate the other party.

10.5 Insofar as at the time the force majeure arises SESSIBON has already performed some of its obligations under the Assignment, or is still able to do so, and such completed performance or performance that can be completed has an independent value of its own, then SESSIBON is entitled to invoice separately for this part of its performance. The Client must pay this invoice as if it related to a separate Assignment.

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Article 11 - Liability

11.1 SESSIBON will perform each Assignment to the best of its endeavours. SESSIBON is not liable for a failure to achieve results. SESSIBON is only liable for breaches in performance of the assignment resulting from advice that is given or work that is performed without the required level of skill and care.

11.2 If SESSIBON is liable for direct loss, such liability is limited to no more than the sum invoiced. Liability is at all times limited to the maximum sum paid out by the insurer of SESSIBON in respect of the relevant claim.

11.3 As an exception to section 2 of this article, liability in respect of an Assignment for a duration in excess of six months is further limited to such part of the fee owed to SESSIBON in respect only of the last six months.

11.4 In no circumstances can any claim be made for compensation for loss resulting from loss of income of the Client, howsoever incurred, or from indirect or consequential loss.

11.5 The Client is fully liable for all loss arising from a booking contract or other contract incurred by the model and/or SESSIBON, such as any damage to, or loss or theft of, clothing items, footwear, or other property, or any transport costs incurred by SESSIBON.

11.6 SESSIBON will not be liable for any loss incurred by the Client as a result of the professional not complying properly or at all with the terms of a contract with the Client that is created through the agency of SESSIBON or making any negative comments about the Client.

11.7 SESSIBON will not be liable for any mistakes made by a professional during the Assignment, or for the statutory liability of a model, whether under the contract or otherwise.

11.8 Professionals are not engaged under a contract of employment, and perform under the supervision, management, and/or responsibility of SESSIBON.

11.9 SESSIBON is not liable to either the Client or the professional for any incorrect information supplied, or for any minor differences in the measurements of a model as registered with SESSIBON.

Article 12 - Cancellation

12.1 The Client may cancel the booking without cost up to one month before the agreed booking date. Beyond such date, the Client is liable to pay the cancellation charges specified in section 2 of this article.

12.2 If the Client cancels the Assignment no sooner than 14 days before the agreed booking date, it is liable to pay 30% of the relevant or agreed rate. If the Client cancels the Assignment up to 48 hours before the booking date, it is liable to pay 50% of the relevant or agreed rate. If the Client cancels the Assignment less than 48 hours before the booking date, it is liable to pay 100% of the relevant or agreed rate, even if the Client cannot be held responsible in any way for the reason for cancellation.

12.3 If cancellation is made on location, or on the booking date itself, the full rate is always payable.

12.4 If a booking is for a multiple-day Assignment, the cancellation period is five times the length of the length of the booking. If an Assignment is cancelled in any shorter period, the full rate is payable. In calculating the said cancellation period, Saturdays, Sundays, and public holidays are disregarded.

Article 13 - 'Fine-weather bookings' and lingerie bookings

13.1 If the Client has clearly specified when making a booking that such booking is conditional on the weather being good ('fine-weather booking'), then such a booking may be cancelled on one occasion without cost and Article 12.2 does not therefore apply. SESSIBON will decide whether or not the weather is fine. Agreement will be made with the Client beforehand as to whether the booking will be rescheduled or cancelled altogether.

13.2 If a new date is fixed for a 'fine-weather booking' and is cancelled a second time, 50% of the agreed fee is payable.

13.3 In the event of a third cancellation, the entire fee is payable, irrespective of the length of time since the previous cancellation of the 'fine-weather booking.'

13.4. In the case of a lingerie booking, SESSIBON will decide if the weather is too cold to model lingerie.

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Article 14 - Payment

14.1 Payment must be made within 30 days of the invoice date, unless indicated otherwise on the invoice.

14.2 If no payment is made within the payment term, the Client is in breach and SESSIBON is entitled to charge statutory interest, calculated from the date that the Client is first in breach up to the date of payment in full, whereby a part month is calculated as a full month.

14.3 All extrajudicial costs necessarily incurred by SESSIBON for enforcement of payment, as charged at the enforcement rate specified by the Netherlands Bar Association, and not being less than €75.00 per invoice, are payable by the Client as from the time the payment term specified in section 1 of this article has expired.

14.4 Unless agreed otherwise, copyright, rights to a fashion show or Assignment, and governmental taxes and duties are payable by the Client.

14.5 If the Client is in liquidation or declared insolvent, or is subject to an attachment order or a moratorium, all claims of SESSIBON against the Client are immediately due and payable.

Article 15 - Suspension and termination

15.1 SESSIBON is entitled to suspend performance of its obligations or to terminate the Assignment if:

- the Client fails to comply in full or at all with its obligations under the Assignment;
- after agreeing an Assignment, SESSIBON learns of facts that justify a fear that the Client will not comply with its obligations. If justification exists for fearing the Client will comply only in part, or not properly, with its obligations, suspension is only possible insofar as it is justified by the extent of the breach.
- in entering into an Assignment the Client is requested to provide security for compliance with its obligations under the Assignment and fails to provide any, or sufficient, security.

15.2 SESSIBON is also entitled to terminate the Assignment if circumstances arise of such a nature that compliance with the Assignment is impossible or if compliance can no longer be expected having regard to the principles of reasonableness and fairness, or if it is not reasonable to expect compliance without amending the terms of the Assignment.

15.3 If the Assignment is terminated, the claims of SESSIBON against the Client become immediately due and payable. If SESSIBON suspends performance of its obligations under the Assignment, it preserves its rights under the law and under the Assignment.

15.4 SESSIBON always retains the right to claim compensation.

Article 16 - Confidentiality

16.1 Each party must preserve the confidentiality of all confidential information that it acquires from the other party or any other source within the context of the Assignment. Information is deemed confidential if it is designated so by the other party, or if it may be deemed so given its nature.

16.2 If by virtue of any statutory provision or court judgement SESSIBON is required to pass any confidential information to any third party, and SESSIBON is unable to rely on any statutory or court-sanctioned right of immunity, then SESSIBON is not obliged to pay compensation and the Client is not entitled to terminate the Assignment due to any loss arising thereby.

Article 17 - Penalty clause

17.1 If the Client acts in breach of any provision of these General Conditions it is liable to pay immediately to SESSIBON a penalty, without the requirement to be first served with notice of breach, of €250.00 per breach, plus €250.00 for each day that the breach continues, without prejudice to the right of SESSIBON to claim compensation for the full amount of its loss.

Article 18 - Complaints

18.1 Unless the Client submits a written, argued complaint, within eight days of the invoice date, it is deemed to have agreed to the details of the invoice. The Client is not entitled to suspend its obligations on the basis of any such complaint.

Article 19 - Right of retention

19.1 SESSIBON is entitled to suspend the supply of all items it holds in relation to the Assignment until all its claims have been satisfied, or until adequate security has been given by or on behalf of the Client to guarantee the satisfaction of all such claims.

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Article 20 - Transfer

20.1. The Client is not entitled to transfer all or any of its rights and obligations under a contract with third parties without the prior written consent of SESSIBON.

20.2. The contract and these General Conditions remain in force if the Client's business changes in part or in whole in terms of name, legal construction, or ownership. The Client must notify SESSIBON in writing of any such changes without delay.

Article 21 - Several parties

21.1 If a contract is entered into between SESSIBON of the one part, and two or more parties of the other part, each of these other parties is jointly and severally liable for full compliance with the performance of the contract.

Article 22- Completion of the Assignment

22.1 The Assignment is deemed completed in financial terms if the final payment is approved by SESSIBON. SESSIBON will inform the Client of the financial situation within 30 days of the invoice date.

Article 23 - Jurisdiction / Dispute resolution

23.1 All invitations to treat, offers, and contracts with SESSIBON are governed exclusively by Dutch law.

23.2 Any dispute arising from, or connected with, any invitations to treat, offers, and contracts with SESSIBON should in the first instance be referred to the exclusive jurisdiction of the Court of Maastricht.

Article 24 - Other provisions

24.1 For the duration of the Assignment and for a period of two years after the end thereof, the Client is not permitted to offer paid work (under a contract of employment or otherwise) to models/professionals who were sent by or on behalf of SESSIBON in performance of the Assignment. If the Client is in breach of this provision it will be liable to pay an immediately payable penalty of €10,000.