

terms and conditions

1. general provisions

this contract regulates the legal relationships between the models and the client unless the parties did close a deviating agreement.

as *client* is subsequently referred to the person who books a model at *FOTOGEN AG* unless not stated otherwise in the booking confirmation.

FOTOGEN AG is an agent within the meaning of the swiss employment law (arbeitsvermittlungsgesetz, sr 823.11) and therefore will act as an underwriting agent (abschlussagent). hence ***FOTOGEN AG* acts as representative (direkter stellvertreter) and will make statements by order and in the name of the model.**

2. commission and agency fee; value added tax

the client is responsible for the proper conduct of the booking as well as the payment. so the client is obliged to pay *FOTOGEN AG* the agency fee as agreed on in the client model booking confirmation (buchungsbestätigung) which is part of the therein state overall fee. the client takes notice that *FOTOGEN AG* also receives a commission from the model and will bear the social security benefits and any tax obligations.

the client is obliged to pay the agency fee for all subsequent bookings as long as the model is represented by *FOTOGEN AG*. also the model gross salary will be negotiated for every booking and model each time anew.

the value added tax of 8% (eight per cent) due on all commissions received by *FOTOGEN AG* can be rolled over on the model.

3. business expenses

models domiciled near the location or models which did not had to travel to the location will not be paid any accommodation or catering costs. taxi expenses will be paid (except half-day or hourly bookings) only for the distances outside the city center. in case of a joint travel the expenses from the airport / train station of the departing model will be beard by the client. if a model works at the same location for several clients the travel expenses will be split on behalf of the number of respective workdays. if a model is booked for one day the client is responsible for the catering. the compensation for travel expenses will be calculated after fiscal rates or the submitted documents.

4. terms of payment

the billing fee / cancellation fee as well as any business expenses needs to be paid within 30 days after the client received the invoice. currency of the payment is the one as stated in the client model booking confirmation.

5. options and bookings

options are binding reservations. an option forfeits if it is not at least three workdays (till 18:00 o'clock) before the desired date or within one workday after request on behalf of *FOTOGEN AG* transformed into an definite booking. saturdays and sundays thereby are not considered as workdays. authoritative is cet (central european time). options will be noticed in accordance to book entry.

a fixed booking is binding for both parties. on demand of the client fixed bookings will be confirmed immediately in writing stating all relevant particulars. in return, *FOTOTGEN AG* as well can ask the client for such a confirmation.

weather-related bookings are only possible if the model is domiciled near the location or if the model does not need to travel to the location. in any to case weather-related bookings must be referred to as such – no other designation shall be used. if not stated otherwise such a booking relates to fine weather. if this weather conditions are not meet or the weather conditions remain unclear the client is allowed to cancel the booking up to one hour before the job. if on no alternative date can be agreed the cancellation fee is 100% of the agreed overall fee. already paid business expenses will not be refunded.

6. cancellation

for good cause the client or the model can cancel a fixed booking. a good cause therefore is fore example conditions which would render the carrying out of such a booking economically prohibitive. in such a case the cancellation needs to be communicated to *FOTOTGEN AG* immediately.

for a booking of more than one day the following provisions are applicable: the cancellation needs to happen as many workdays before the job as the model is booked for – but in any case at least three working days before the job.

for a booking of one day / hourly bookings the following provisions are applicable: the cancellation needs to happen at least 24 hours before the job.

in both cases the following provisions are applicable: the cancellation needs to happen during the usual business hours. if a cancellation happens before 12 o'clock this day also will be counted. also not saturday nor sunday are considered as workdays and authoritative is cet (central europe time).

if a cancellation is not timely or not on behalf of a good cause the client is obliged to pay the billing fee as agreed on in the client model booking confirmation.

if a job is canceled by the model, *FOTOGEN AG* will make all reasonable efforts, if necessary in collaboration with other agencies, to find an adequate replacement for the customer. however, *FOTOGEN AG* will on no account be liable for the cost arising out of such a cancelation. furthermore are the provisions of the non-liability clause as stated under point 10 applicable.

7. working hours

if a model is booked for one day the working hours amount up to 8 hours – if booked for half a day up to 4 hours. unless otherwise agreed the working hours start at 9:00 and ends at 18:00 including one hour lunchtime. the working hours start with the arrival of the model at the location. preparations such as make-up and hair are part of the working hours. on any compensation for travel time must be agreed in advance.

working hours between 20:00 and 23:00 will be compensated with a premium of 50% (fifty per cent). working hours between 23:00 and 6:00 as well as working hours on sundays or official holidays will be compensated with a premium of 100%.

working hours exceeding the time as stated on the *client model booking confirmation* are considered as overtime and will be charged per hour or part thereof. however, the exceedance of the first 30 minutes will not be charged.

the common journey of model and client to and from hotel and location are considered as working hours. however, travel time between hotel and location up to one hours a day will not be charged. all travel time exceeding one hour a day will be charged with discount of 50%.

8.complaints

any objection which renders the scheduled job impossible must be communicated to *FOTOGEN AG* immediately and the causes thereof must be expounded. to prove evidence for the reason of complaint pictures must be taken. also the model in question must be released of its obligation to work. in no case the model is responsible for make-up and hair. if a complaint is justified the customer is omitted the obligation to pay a salary to the model. however, travel expenses of the model must be paid in any case. if the customer objects but then nevertheless carry's out the job he therewith waives all rights related to the complaint.

if any delay caused by the model (e.g. overslept, missed public transport etc.) will be compensated with a corresponding extension of the scheduled working hours. if it's not possible to do so due to special circumstances the models salary will be shortened accordingly.

if the produced material cannot be used for aesthetic, political or religious resp. moral reasons neither the model nor *FOTOGEN AG* will be liable therefore.

8. copyrights

unless otherwise agreed on, all copyrights on the produced media (photography, video, audio or text – for the purpose of any print, online, radio or television production) to the extend and way of usage as stated in the *client model booking confirmation* will be granted to the client. without any written agreement the client has no claim on exclusivity of the models services). every utilization exceeding the extend or usage as agreed on in the *client model booking confirmation* needs the prior approval of *FOTOGEN AG* and must be compensated adequately.

in case of any unauthorized utilization of such media the customer will be held liable for any damage (in regard to finances or reputation).

9. disclaimer of liability

FOTOGEN AG can only be held liable for the careful selection and instruction of the model. **any further liability is disclaimed** – especially for any damage which cannot be assigned to *FOTOGEN AG* or occurred because of circumstances which could not have been prevented by *FOTOGEN AG* or its subcontractors. also the client has no right to settle or withhold any claims towards the model with the agency fee.

in any case **the liability of *FOTOGEN AG* and the model is limited up to the amount of the overall fee** as stated in the *client model booking confirmation*.

10. specific duties of the client

if a job is particularly risky the client needs conclude an appropriate insurance policy for the model. if the respective risk has not been communicated to *FOTOGEN AG* by the booking procedure the model has the right refuse its services and will be rewarded with 70% (seventy percent) of the salary as stated in the *client model booking confirmation*.

also the model is entitled to refuse its services in order to protect privacy and mental health or maintain political, religious or ethical ideals.

the client is obliged to change or amend the present terms and conditions only with prior consultation of *FOTOGEN AG* and not to urge the model to do so. if a models however decides to do so this amendment will only be valid with a written confirmation of *FOTOGEN AG* to accept so.

any bookings in connection with pornography are not permissible. the client is obliged to respect and protect the models privacy. thereto the client is not allowed to file or hand over to a third party any personal data of the model such as address or phone number.

11. final provisions

the provisions of the present terms and conditions are valid during and 10 years after the specific booking / job.

12. salvatorian clause

should one or more provisions of this contract violate the law and therefore be void, this should not affect the validity of the remaining provisions. in this case the invalid provision should be adjusted or replaced with a valid provision most similar to the economic objective of the invalid provision.

13. court of jurisdiction and choice of law

competent for any claims arising out of this contract are courts in zurich and swiss law will be applicable exclusively.