

FOTOGEN

GENERAL TERMS AND CONDITIONS:

GENERAL PROVISIONS

The following provisions govern the legal relationship between models and their respective clients, bindingly, unless expressly different agreements are made in individual cases. The client is considered to be the party who books a model through *FOTOGEN AG*, unless otherwise explicitly agreed in writing at the time of booking. *FOTOGEN AG* acts as an intermediary within the meaning of the Swiss Employment Agency Act and functions as a contracting agent. Therefore, ***FOTOGEN AG* acts as the direct representative of the model and makes declarations to the client on behalf of and in the name of the model.**

FEES AND COMMISSIONS; VALUE-ADDED TAX

The client is responsible for the proper execution of the booking and its payment. Consequently, the client is obligated to pay *FOTOGEN AG* the full invoice amount, including the agency fee, which was agreed upon in the **client model booking confirmation** and/or in an **email booking confirmation** and is part of the total fee stated therein. *FOTOGEN AG* covers social security contributions and any applicable taxes as a service to the client. Subsequent bookings must be handled exclusively through the agency *FOTOGEN AG*. Direct inquiries or bookings of the model bypassing the agency are strictly prohibited. A violation entitles *FOTOGEN AG* to claim CHF 2,000.- (two thousand Swiss francs) per violation from the client. Further claims for damages remain reserved. Payment of such a claim does not release the client from their obligations. The model's fee is renegotiated for each assignment and model.ie

EXPENSES

For models residing at or not traveling to the work location, overnight and meal costs will not be reimbursed. Taxi costs will only be reimbursed from the city limits (excluding half-day and hourly bookings). For joint travel, the client covers travel, meal, and accommodation costs incurred from the model's departure airport/station. Reimbursement is either according to the tax rates per working day or against presentation of receipts. If the model works for multiple clients at the work location, the incurred costs must be divided according to the respective working days. For full-day bookings, the client is responsible for meals. The reimbursement of expenses must be agreed upon with the client in advance.

PAYMENT TERMS

The model's fee/cancellation fee and expenses are to be paid by the client 10 days after receipt of the invoice. Payment must be made in the currency agreed upon in the client model booking confirmation or as shown on the invoice.t.

OPTIONS AND BOOKINGS

Options are binding reservations for specific dates. An option expires if a firm booking is not made at least three working days (by 6:00 p.m.) before the model's assignment or within one working day after being requested by *FOTOGEN AG*. Saturdays and Sundays are not considered working days. Central European Time applies. Options are recorded in the order of booking receipt. Firm bookings are binding for both parties and must be confirmed in

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writing by *FOTOGEN AG* upon the client's request, including essential details. *FOTOGEN AG* reserves the right to do the same. Weather-dependent bookings are only possible at the model's location and must be expressly designated as such. Unless otherwise agreed, these are fair-weather bookings. If the weather conditions are not met or are unclear, the client can cancel the booking with *FOTOGEN AG* up to one hour before the agreed start of the model's assignment. In this case, the cancellation fee is 100% (one hundred percent) of the agreed total fee unless a replacement date is provided. Already paid expenses, travel costs, or rebooking fees are fully borne by the client.

CANCELLATIONS

A firm booking may be canceled by the client or the model for a significant reason. A significant reason includes circumstances that would make the execution of the firm booking economically unreasonable. The cancellation must be communicated to *FOTOGEN AG* immediately. For bookings of more than one working day, the following cancellation terms apply: the cancellation must occur as many working days before the model's assignment as the number of working and travel days booked – but at least three working days. For day and hourly bookings, the following cancellation terms apply: cancellation must occur at least 24 hours before the model's assignment begins.

In both cases, the cancellation must be made during regular office hours. If the cancellation is communicated before 12:00 p.m., that day counts towards the calculation. Saturdays and Sundays are not considered working days, and Central European Time applies.

If the client fails to cancel in a timely manner or without a significant reason, the agreed fee according to the booking is still owed. If the model cancels, *FOTOGEN AG* will make every effort, possibly involving other agencies, to find an adequate replacement for the client.

FOTOGEN AG cannot be held liable for costs incurred due to the cancellation. The liability exclusion provisions according to the point "Liability Exclusion" apply in particular.

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WORKING HOURS

For a full-day booking, the working time is 8 hours – for a half-day booking, 4 hours. Unless otherwise agreed, the working time for a full-day booking is from 9:00 a.m. to 6:00 p.m., including a one-hour lunch break. Working time begins when the model arrives at the agreed location at the agreed time. Preparations such as makeup and hair count as working time.

The remuneration for travel time must be agreed upon with the client in advance. Evening work between 8:00 p.m. and 11:00 p.m. will be charged with a surcharge of 50% (fifty percent) of the agreed hourly fee. Night work between 11:00 p.m. and 6:00 a.m., as well as work on Sundays and holidays, will be charged with a surcharge of 100% of the hourly fee.

Working hours that exceed the time agreed upon in the client model booking confirmation are considered overtime. Overtime will be compensated according to the hourly fee per started hour. An overrun of up to 30 minutes will not be charged as a goodwill gesture. The joint travel of the model and client between the hotel and the workplace counts as working time. Travel time of up to one hour per day will not be charged as a goodwill gesture. Travel time over one hour will be charged at 50% (fifty percent) of the hourly fee.

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COMPLAINTS

In the event of complaints that prevent the planned execution of the booking, the client must immediately inform *FOTOGEN AG* and state the reasons for the complaint. Photos must be taken to document the reasons for the complaint. The model must then be expressly released from their work obligation. The model is not responsible for hairstyle, styling, and makeup. In the case of justified complaints, there is no payment obligation for this model. In any case, however, travel costs must be borne by the client. If the booking was nevertheless carried out with the model (especially any publications), this is considered a waiver by the client of any complaints. If a delay or disruption is caused by the model (e.g., overslept, missed transport, etc.), the model must work correspondingly longer. If this is not possible due to special circumstances or only partially possible, the model loses their claim to a proportional daily fee. If produced material cannot be used for technical, aesthetic, political, religious, or ethical reasons, neither the model nor *FOTOGEN AG* can be held liable. The agreed fee claims remain in effect.

COPYRIGHT

To the extent that the client is entitled to copyrights or co-authorship rights in the produced media (e.g., photographs, video, audio, and text productions, whether in print, online, radio, or television), and unless expressly agreed otherwise, the usage rights to the specified media are granted exclusively to the named client for the agreed usage purpose, the agreed product, and the agreed usage form with the model fee according to the booking. There is no entitlement to exclusivity of the model without a corresponding written agreement. Any further use or utilization (especially for posters, billboards, packaging, displays, videos, internet, catalogs, brochures, PR materials, flyers, etc., and the use of the model's name) requires the express written consent of *FOTOGEN AG* and an appropriate fee must be paid for each individual publication. Should such media be published without the knowledge of *FOTOGEN AG*, the client is liable for any damages, whether financial or concerning reputation or lost profits. Future publications resulting from engagements during the contract period with the agency will continue to be managed by the agency even after the termination of the contractual relationship between the agency and the model. This provision remains fully effective after the termination of the contractual relationship. The client is obligated to inform the agency before extending any copyright and to negotiate an additional fee for such an extension.

LIABILITY EXCLUSION

FOTOGEN AG is an intermediary. Contracts are agreed upon between the model and the client. Therefore, *FOTOGEN AG* is only liable for the careful selection and instruction of the models. Any further liability arising from a booking and the resulting copyrights is excluded – neither the client nor the model is entitled to make claims against *FOTOGEN AG* based on copyright reasons. The agency's liability for any legal reason is limited to the total fee of the model booking, except in cases of intent or gross negligence.

SPECIAL DUTIES OF THE CLIENT

For particularly risky bookings, the client must take out appropriate insurance for the model. If *FOTOGEN AG* has not been expressly informed of a particular risk at the time of booking, the model is entitled to refuse to perform and receive a cancellation fee of 70% (seventy

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percent) of the agreed total fee according to the booking. The model is also entitled to refuse to perform to protect their privacy and mental health or to uphold political, religious, or ethical values. The client

The model is also entitled to refuse services in order to protect their personal privacy, mental health, or to uphold political, religious, or ethical values. The client agrees to make any changes or additions to the booking, and any deviations from these booking conditions, only after prior consultation with *FOTOGEN AG*. The client must refrain from inducing the model to agree to any changes or additions to the booking during the assignment or from signing any on-site contracts or releases. For such changes to be valid, they must be confirmed in writing by *FOTOGEN AG*; otherwise, they are null and void. Bookings related to pornographic representations are not permitted. The client is obligated to respect and protect the model's privacy.

The client is prohibited from storing or sharing the model's personal data, addresses, or phone numbers in any form with third parties. Once a model/artist has been introduced and successfully booked through the agency, the client is obliged to book them through the agency in the future.

FINAL PROVISIONS

The provisions in the general terms and conditions apply during and for 10 years after the conclusion of individual bookings.

SEVERABILITY CLAUSE

Should one or more provisions of this contract violate applicable law and thus be null and void, the validity of the remaining provisions or the contract as a whole shall not be affected. In such a case, the invalid provision shall be adjusted or replaced with a provision that, in valid form, most closely aligns with the economic objective of the invalid provision.

JURISDICTION AND CHOICE OF LAW

For legal actions, the ordinary courts in Zurich shall have jurisdiction. Only Swiss law shall apply between the parties.

FOTOGEN AG