



General Booking Conditions of Ragazza Model Management

Ragazza Model Management based in the Netherlands, Registered in Zwolle, The Netherlands, at the Chamber of Commerce as Ragazza World, registration number 586567715, hereinafter called

“Ragazza Model Management”.

Represented by the Director CEO Mr. Liberty Biesma.

The following provisions are intended to govern legal relations between models, model agencies and the respective clients in a binding manner, unless other agreements shall have been expressly made for specific cases.

Article 1: General Conditions

- 1.1 These general booking conditions cover all agreements between Ragazza Model Management and third parties (hereinafter called “The Client”) relating to models, stylists or make-up artists registered with and supplied by Ragazza Model Management to the Client.
- 1.2 Deviation from these General Booking Conditions are only valid when they are made by written agreement between the Client and Ragazza Model Management.
- 1.3 The General Booking Conditions of Ragazza Model Management take precedence over any General Booking Conditions of the Client, unless agreed other-wise.
- 1.4 Ragazza Model Management have collaboration agreements with partner agencies worldwide. Whenever a model is working international, the collaborating agency will take care of the accommodation and the total management of the model for the period of work. The collaborating agency will inform Ragazza Model Management, as the mother agency, frequently about the career movements of the model.

Article 2: Bookings

- 2.1 A booking agreement is a agreement between the client and the model. The model undertakes to render services on a certain date (to be referred to below as ‘the booking date’) and to relinquish publication rights for a certain period of time to the client; the client undertakes to remit payment to Ragazza Model Management for the services rendered by the model and by Ragazza Model Management. The booking agreement shall be deemed to be formulated once a client enters into a agreement with the model via Ragazza Model Management (to be referred to below as ‘booking’) to purchase these services and publication rights for a certain sum of money (to be referred to below as ‘the invoice amount’).
- 2.2 The invoice amount is the sum of:
 - 2.2a The model fee, consisting of the standard rates, royalties, surcharges and special surcharges charged by the model.
 - 2.2b The traveling time.
 - 2.2c The agency fee, which is a sum equaling to 20% over a and b above.
 - 2.2d The traveling expenses.
 - 2.2e The VAT (Value Added Tax) over the total amount.
- 2.3 Models can be booked per whole day, half day or per hour.

Article 3: Standard Rates



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- 3.1 The services of a model or any other person supplied by Ragazza Model Management to the Client shall be at an hourly, half daily or daily rate set in accordance with the Schedule of Rates which is available on request at Ragazza Model Management.
 - 3.2 In addition to the above and unless explicitly agreed otherwise, the following conditions shall apply to the payment for the services of a model or other person supplied by Ragazza Model Management or associated agencies to the Client. The standard rates consist of a fee for services rendered and publication rights expressed in:
 - 3.2a Daily Rate:
Unless the hourly or half-day rate is explicitly agreed, the daily rate will be charged regardless of the time the model or other person supplied by Ragazza Model Management has been at the disposal of the Client, provided that this time does not exceed eight hours.
 - 3.2b Half-day Rate:
The half-day rate is only applicable when a booking is for a period ending at 1.00 pm or starting at 2.00 pm on any day.
 - 3.2c Hourly Rate:
Whenever a model or other person supplied by Ragazza Model Management to the Client is hired on an hourly basis there will be an additional surcharge of € 200,00 for each booking.
 - 3.3 For photography assignments, the client will, upon payment of the standard rate, be entitled to publish in the Netherlands only the photographic material taken on the booking date in daily and weekly publications and advertising brochures with a maximum circulation of 850,000 printed copies and usage on internet for a period of 1 year following the booking date. Surcharges are payable for usage as provided for under article 4. A separate agreement must be entered into for other forms of usage, and in particular the usage provided for under article 5.
 - 3.4 The client shall be obliged to inform Ragazza Model Management of any change and/or adjustment and/or conversion of the provisions of the third paragraph to the effect that the model and/or the material and/or the publication rights are used in a manner other than what has been agreed in writing between the client and the model.
 - 3.5 Half of the standard hourly rate shall be payable for preparations for recordings such as rehearsals, fitting, tailoring, and so on, which in any event shall not take more than two hours. Following that time, the full standard hourly rate will be charged.

Article 4: Surcharges

- 4.1 For the following services and/or publication rights Ragazza Model Management will charge the following surcharges in addition to the standard rates, whether or not expressed in percentages of the standard rate:
 - 4.1a Overtime:
Overtime will be charged at twice the current hourly rate. Overtime is applicable whenever the booking begins before 8.00 am or continues after 12.00 midnight or if the booking is for a period longer than a normal eight hour working day.
 - 4.1b Fitting and Tailoring:
When the Client requires a model to be present for fitting and tailoring, 50% of the applicable hourly rate will be charged, provided that the hour for the fitting and tailoring has been mutually agreed and the fitting and tailoring take no longer than two hours. If the fitting and tailoring take longer than two hours, the hourly rate applies.
 - 4.1c Lingerie, underwear and foundation garments:
For the modeling of the above articles an extra surcharge of 50% will be charged.
 - 4.1d Nude:



The taking of nude photos of models is forbidden unless the Client and Ragazza Model Management have a prior written agreement. For nude photography a minimum surcharge of the hourly rate will be charged. In addition a surcharge of 100% of the agreed fee will be charged.

- 4.1e Casting:
Whenever models are required for casting, no extra charges will apply unless five or more models are required. In this event an additional € 100,00 is due.
- 4.2 Unless agreed upon otherwise Ragazza Model Management and the Client will agree on a surcharge for any materials used outside The Netherlands.
- 4.3 Any fees or other charges due by the Client to Ragazza Model Management or other person supplied to the Client for a full calendar year, month or other period shall be payable in full notwithstanding that the duration may not run for the full period.
- 4.4 If a model appears in commercials, shows, film, television or video recordings or appears on posters, advertisement on trams or busses, billboards on shelters for public transport in deviation from the terms mentioned above, the fees and other charges due in respect of the services of the model shall be agreed in consultation between the Client and Ragazza Model Management
- 4.5 For commercials on the Dutch broadcasting stations RTL 4, RTL 5, RTL 7, RTL 8, SBS 6, Veronica, Net 5, regional and foreign broadcasting stations: rates available on request.
- 4.6 In the event of the period provided for under article 3, paragraph 3 having elapsed, the client, upon payment of a surcharge of 100% of the agreed amount, together 105%, shall be granted the publication rights for an additional period of one year in the Netherlands starting immediately on the last day of the initial period provided for.
- 4.7 In the event of the surcharge provided for in article 3, paragraph 3, being higher than the given maximum, the surcharge shall be 100% of the standard rate plus other surcharges for the publication right on a maximum of twice the circulation.
- 4.8 In the event of any surcharge per calendar year and/or other period and/or number of broadcasts being payable, the client shall be required to remit the applicable surcharge in full, even if no use is made of the facility or the material during the entire period.
- 4.9 The client shall be obliged to inform Ragazza Model Management of any change and/or adjustment and/or conversion of the provisions of the first paragraph to the effect that the model and/or materials and/or the publication rights are used in a manner other than what has been agreed in writing between the client and the model.
- 4.10 All amounts mentioned during booking negotiations are exclusive of the applicable Value Added Tax.

Article 5: Special surcharges



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- 5.1 For non-standard usage, as provided for in article 3, paragraph 3 and/or article 4, a separate agreement must be entered into between the client and the model (via Ragazza Model Management) for the non-standard usage and the relevant rates.
The model shall be entitled to a surcharge to be specified, in particular for usage for the purpose of:
- 5.1a CD cases, book jackets, calendars, stickers, etc.
 - 5.1b Internet applications.
 - 5.1c Packaging.
 - 5.1d Cinema commercials or similar communications.
 - 5.1e Video/DVD/TV/film/CD-ROM recordings, or other (new) recording media; a separate surcharge will be payable for recordings designated for use in TV commercials only if they deviate from the provisions of article 4, paragraph 4.5.
 - 5.1f Live shows, presentations in any form whatsoever, whether or not designated for video/TV.
 - 5.1g The client requiring exclusive rights to the model.
 - 5.1h Campaigns with a duration exceeding 12 months.
 - 5.1i Media not specified above/media not known at present.
 - 5.1j More than one medium, for example the use of existing materials, such as a packaging, in a TV commercial.
 - 5.1k Conversion of one medium into another medium.
 - 5.1l More than one subject of the material.
- 5.2 The client shall be obliged to inform Ragazza Model Management of any change and/or adjustment and/or conversion of the provisions of the Paragraph 1 of this Article 5 to the effect that the model and/or materials and/or the publication rights are used in a manner other than what has been agreed in writing between the client and Ragazza Model Management.

Article 6: TRAVEL

- 6.1 Travel time:
For each hour or part of an hour spent traveling 50% of the hourly rate will be charged. The travel time will be calculated from the moment the model or other person leaves her/his place of residence, until the time the location will be reached. Travel time will not be charged if the booking has been quoted at the daily rate.
- 6.2 Travel expenses:
For work done by a model or other person the total travel expenses will be charged. These expenses will include all expenses incurred from the place of residence of the model or other person to reach the location. First Class rate of the Netherlands Railway Company (NS) will apply for train fare and Tourist Class will apply for airfare. The expenses will also include any travel by taxi if necessary. All international traveling and accommodation must be paid in advance, or by booking via company credit card.
- 6.3 All of the fees referred to in this article are exclusive of VAT.

Article 7: Use of exposures and takes



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- 7.1 The Client is only allowed to use exposures and other recordings in the manner agreed between Ragazza Model Management and the Client. Any other use of exposures and other recordings is not allowed. In particular, the Client is not allowed to use photos and film images or parts thereof for window posters, stickers, calendars, packing and labels etc.

Article 8: Payment

- 8.1 Ragazza Model Management shall send invoices to the client on behalf of the model. The client shall be required to transfer the invoice amount to the bank account of Ragazza Model Management, account number 1476.49.528, stating the invoice number, within 8 days from the date of the invoice.

International Banking Info:

Company: Ragazza Model Management

IBAN/SEPA nummer: NL97TRIO0197699715

BIC nummer: TRIONL2U

Bank: TRIODOS BANK

- 8.2 In the event of the payable invoice amount and/or other payable amounts not being remitted by the due date - notwithstanding and in addition to the client's obligation to pay the fine(s) as provided for in Article 12 below – the extrajudicial costs between the parties, in anticipation of the establishment of the actual costs, shall be provisionally set at an amount equal to 20% of the invoice amount.
- 8.3 In the event the client is in default of its payment obligations, as and when due, the model and/or Ragazza Model Management, notwithstanding and in addition to any other rights arising in this regard, shall be entitled, without further notice of default, to payment of interests at a rate of 2% over the payable amount per calendar month or per part of a calendar month with effect from 14 days following the date of the invoice, with a minimum extra amount of € 30,00 for administration costs. Notwithstanding anything to the contrary, the client shall not be entitled to make any use of the work provided by the model until all payments have been made in full by the client.
- 8.4 All costs incurred by Ragazza Model Management to effect the rights of the model and/or Ragazza Model Management, and all (extra)judicial (collection) costs shall be payable by the client without further demand or notice of default being required. The (extra) judicial (collection) costs shall total at least 20% of the payable amount with a minimum amount of € 250,00 plus postage costs for each individually claimed invoice amount.
- 8.5 All costs, (extra) judicial or other relevant costs, incurred by Ragazza Model Management following failure by the client to comply with the booking conditions, and in connection of such failure, shall be paid by the client.
- 8.6 In the event of the client failing to lodge complaints, in writing and giving details of such complaints, within 8 days from the date of the invoice, the client shall be deemed to have fully approved the content and the amount of the invoice he has received. In such event the client shall not be entitled to suspend its obligations to pay the invoice amount.
- 8.7 The Client is not authorized to deduct from the amount due any claims the Client may have against Ragazza Model Management.



8.8 The client shall at all times remain liable for payment of the invoice.

Article 9: Options

9.1 Ragazza Model Management, grant the client a priority right (to be referred to below as an 'option') to book the model for a certain date. Options must be converted into a booking at least 48 hours (two days) prior to the booking date, and for models staying or residing abroad, at least 72 hours (three days) prior to the booking date. The option rights shall automatically become null and void if not confirmed on time in accordance with this paragraph. In the event of another client wishing to book the model for the same day or days, the client that placed the option must decide at that moment whether or not to convert the option into a booking agreement. In the event of the option not being converted into a booking agreement at that time, the option shall be null and void and the other client will be permitted to book the model for that date.

Article 10: 'Fair weather bookings'

10.1 In the event of the client clearly indicating in his booking that the booking shall only be required subject to the condition that the weather is fair (also called 'Good Weather Booking', hereunder to be referred to as a 'fair weather booking'), that booking can be cancelled on one occasion only free of charge. In the event of the fair weather booking being repeated and cancelled for a second time, half of the invoice amount shall be payable. In the event of a third cancellation, the entire invoice amount shall be payable, irrespective of the time that has elapsed since the previous cancellation.

Article 11: Cancellations

11.1 In the event of the client canceling the booking more than 72 hours (three days) prior to the booking date, and for models staying or residing abroad more than 120 hours (five days) prior to the booking date, no charges will be made. Irrespective of whether the cancellation is the fault of or can be attributed to the client, if the booking is cancelled within 72 hours (three days) or 120 hours (five days) respectively, 50% of the full, agreed invoice amount shall be payable and 100% shall be payable if the cancellation is made within 24 hours before the booking date or on the booking date itself.

11.2 In the case of bookings of several days, the provisions of paragraph 1 shall be applicable mutatis mutandis, subject to the condition that the cancellation period is just as long as the booking period.

Article 12: Penalty clause

12.1 In the event of the client failing to comply with his duty of notification and/or payment obligation as provided for in articles 3, 4, 5, 6, 7 and 8, the client shall forfeit to the model and Ragazza Model Management an immediately payable fine of five times the invoice amount for each act of non-compliance on the part of the client, without notice of default being required.

Article 13: Complains & Liability

13.1 Ragazza Model Management shall have no liability to the Client in respect of any actions, proceedings, accounts, claims or demands of any kind which may from time to time be brought or made by the Client in connection with any loss or damage caused to the Client by Ragazza Model Management or any of the models or other persons supplied by Ragazza



Model Management to the Client unless the same were caused by malice or gross negligence.

- 13.2 The Client releases Ragazza Model Management from all liability in respect of any actions, proceedings, accounts, claims or demands which may from time to time be brought or made in connection with any loss or damage caused to any third party by Ragazza Model Management to the Client during the completion of work done for the Client by such model or other person, unless the same were caused by malice or gross negligence.
- 13.3 In the event of complaints, the client must inform the agency immediately and state the grounds for the complaint. Polaroid photographs must be taken to provide evidence for the complaint. The model must then be expressly released from the obligation to work. The model shall not be considered responsible for hair styling, styling and makeup. Proven client complaints shall revoke any obligation to pay for this model, including travel expenses. If photographs are nevertheless taken using the model, the client shall be considered as having waived all rights to complaint.
- 13.4 If the model should be to blame for arriving late (due to oversleeping, missing a flight, etc.), the model shall accordingly be obliged to work longer. If, owing to specific circumstances, this should prove to be partially or entirely impossible, then the model shall lose the proportionate claim to a daily fee on the basis of the overtime rate.
- 13.5 The client must take out an appropriate insurance policy for models involved in particularly hazardous shots. If the agency was not expressly informed of the hazard at the time of booking, the model shall be entitled to refuse performance and shall receive a cancellation fee in the amount of 70 % of the entire fee which was agreed.
- 13.6 Further claims shall be subject to general statutory regulations. The model's liability as well as that of the agency, on any legal grounds whatever, shall be restricted to the total of the invoice amount less the agency fee, and Ragazza Model Management for the total amount of the agency fee.
- 13.7 The client accepts liability for all damages suffered by the model and Ragazza Model Management arising from a (booking) agreement.
- 13.8 Neither the model nor Ragazza Model Management can be held liable for longer than one year following the booking date for any damages arising from the booking agreement.
- 13.9 Complaints against Ragazza Model Management are only recognized on the following conditions:
- 13.9a The complaint must show a just cause.
- 13.9b The complaint must be made to Ragazza Model Management immediately in writing.
- 13.9c The model or other person supplied by Ragazza Model Management must be refused by the Client before any services are rendered by the model or other person supplied by Ragazza Model Management.

Article 14: Insurance

- 14.1 The client is responsible for the model's health and safety when the model is providing services, in connection with the booking to the same extent as if the model were an employee of the client. The client will maintain adequate insurance cover to underwrite its obligations to the model.
- 14.2 The agent is not responsible if the model fails to attend the booking. The client is advised to insure against any losses which might result if the model does not keep a booking because of ill health or some other reason.



Article 15: Responsibility

- 15.1 Client is responsible for/to:
 - 15.1a Notify if double, triple or group bookings.
 - 15.1b Disclosure of extraordinary conditions or requirements
 - 15.1c When booking weather permit, specify weather requirements.
 - 15.1d Provide adequate dressing facilities on all bookings.
 - 15.1e Provide optimal and safe working conditions mentioned in article 16

Article 16: Booking Termination

- 16.1 Ragazza model management maintain a strict policy concerning respect to, and security for the Ragazza models. Herein to understand all reasonable expectations concerning decency in general, and the possibility to carry out her professional services without any risk. Ragazza Model Management shall have the right to terminate the booking contract with immediate effect in the following events.
Under absolute no condition the following is tolerated:
 - 16.1a Any kind of sexual or violence or psychological intimidation or abuse or operations by client, employees, relatives or associates to model.
 - 16.1b Any kind of observations or operations which can bring harm to the integrity or personal life environment of model.
 - 16.1c Any kind of activities which endangers the security, hazardous situations, health, integrity or personal life environment of model.
- 16.2 Violation of one or more of the above mentioned policy rules (specially a violation of paragraph 16.1a) regarding the model, under any possible conditions, shall be brought to justice.
- 16.3 In any of this cases:
 - 16.3a Model has the right to immediately refuse all services as mentioned in the booking and leave the location.
 - 16.3b Ragazza Model Management has the right to immediately pull back the model and cancel all activities as mentioned in the booking.
 - 16.3c Ragazza Model Management does not accept any loss liability or responsibility for actions that violate the above company rules.
- 16.4 Neither the model nor Ragazza Model Management can be held liable for any loss or damage caused by actions of unprofessional behavior towards a model wherefore Ragazza Model Management need to take responsibility to pull back the model from the booking. In this case neither the model nor Ragazza Model Management can be held liable for any loss or damage caused by unfinished work.
- 16.5 The client shall not be entitled to suspend its obligations to pay the full amount as wherefore the model is booked.
- 16.6 For each and every act of violation the company rules in this article, the client shall forfeit to the model and Ragazza Model Management an immediately payable fine of € 25.000 (twenty-five thousand).
- 16.7 All costs incurred by Ragazza Model Management to effect the rights of the model and/or Ragazza Model Management, and all (extra)judicial (collection) costs shall be payable by the client without further demand or notice of default being required.



Article 17: Third parties

- 17.1 In the event of the client entering into agreement in any manner whatsoever with third parties concerning the use of any of the materials referred to in the conditions set forth above, the duration of that agreement shall not exceed the duration of the agreement entered into with the model, other than with his or her prior, written permission of Ragazza Model Management.
- 17.2 In the event of the provisions of the first paragraph being violated, the client shall forfeit to the model an immediately payable fine of five times the invoice amount without notice of default being required.
- 17.3 In addition to the fine provided for in paragraph 2, the client shall remain fully liable for damages in respect of violations of the provisions of paragraph 1 above.
- 17.4 The client undertakes to the model, on penalty of a fine of five times the invoice amount, to incorporate in any agreement to be entered into with a third party as provided for in paragraph 1, a penalty clause in the event of that third party or those third parties making use of the materials without the permission of the client following termination of the agreement entered into with the client. This fine shall total five times the invoice amount for each violation and shall be directly payable by that third party to the model.
- 17.5 All fines shall be paid via Ragazza Model Management, which shall be responsible to make any relevant payment to the model in question.

Article 18: Disputes

- 18.1 All agreements with Ragazza Model Management are governed by the law of The Netherlands and European International Law. Regarding all disputed with respect to these General Booking Conditions parties hereto submit to the exclusive jurisdiction of the Courts of The Netherlands.

Article 19: Notices

Any notice required to be given hereunder to Ragazza Model Management shall be given in the form of a fax or a registered letter and shall only be effective when actually received by Ragazza Model Management. For this purpose the fax or registered letter should be addressed as follows:

Ragazza Model Management
Jan Steenstraat 12
7771 WX Hardenberg
The Netherlands

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