

TERMS AND CONDITIONS THE FACES

The Faces Agency, with the trade name The Faces, established in Amsterdam. Filed with the Chamber of Commerce under number 83191917 with VAT identification number NL00378613B35.

Insofar as not expressly deviated from these General Terms and Conditions by written agreement, these terms and conditions apply in full in all cases in which the services of The Faces Agency are used.

Article 1. Definitions

1.1

The website: www.the-faces.eu;

1.2

Participant (model): the person who registers on the website as a model, actor/actress or (noble) extra;

1.3

Client (customer): any natural or legal person with whom The Faces Agency enters into an Agreement as a result of an assignment in which there is a need for participant(s);

1.4

Agreement: an agreement between The Faces Agency and the client and/or an agreement (booking or assignment) agreed between The Faces Agency and the participant;

1.5

Booking: written and/or oral assignment, order, brokerage or booking agreement. Conducted by phone, email, post or in person;

1.6

Assignment: an assignment granted by the client to The Faces Agency in the broadest sense of the word;

1.7

Registration: recording photos and data, including private details, measurements and CV of the participant in the file of The Faces Agency;

1.8

Parties: The Faces Agency, participant and client jointly;

1.9

The Faces Agency: the administrator of the website, trade name of The Faces Agency, located in Amsterdam;

1.10

Visual material: photos, film and/or video material.

Article 2. Applicability

2.1

These general terms and conditions apply to the use of the website and to all registrations, agreements, offers (quotations), mediations, work by The Faces Agency and to all agreements between The Faces Agency and clients and/or participants.

2.2

If an agreement is concluded between the client and the participant(s), these general terms and conditions apply in all cases and prevail if the client uses general terms and conditions, unless otherwise agreed in writing. Insofar as the participant and/or client uses their own conditions, these are explicitly rejected and do not apply, unless these are expressly stated be accepted in writing by The Faces Agency. Deviations from these general terms and conditions are only binding if and insofar as The Faces Agency has expressly agreed to this in writing.

2.3

If a registered participant does not object in writing to the conditions within five working days after registration with The Faces Agency, the participant is deemed to have fully agreed with the contents thereof.

Article 3. The website

3.1

By using the website, clients can select and book participants for an assignment. By registering via the website, the participant has authorized The Faces Agency to introduce the participant to clients for participation in the assignments. The Faces Agency reserves the right at all times to refuse persons who have registered without giving any reason. The participant has also already now for then exclusively authorized The Faces Agency to ensure the settlement of orders executed by the participant and any ensuing (additional) user rights, all this as specified in these general terms and conditions.

3.2

The website makes it possible for participants to come into contact with clients and vice versa. The Faces Agency checks the reliability of participants and clients as well as possible, but cannot guarantee the reliability of participants and clients. The Faces Agency can therefore not be held liable by the client and/or participant for any resulting injury.

3.3

The risk for the use of the website lies entirely with the participants and clients. The Faces Agency is in no way responsible for the way in which the website is used by participants and/or clients.

3.4

The Faces Agency strives to ensure that the website works properly and constantly at all times, but cannot guarantee the optimal functioning of the website. The Faces Agency is therefore not liable towards the client and/or participant. The Faces Agency can in no way guarantee assignments and/or activities to the client and/or participant.

Article 4. Privacy protection

4.1

The Faces Agency uses personal data in the performance of its work. The personal data is treated in accordance with the applicable General Data Protection Regulation. The personal data is included in a central file of The Faces Agency.

The participants give explicit permission in advance to use this data to tailor products and services to the interests of clients and to inform clients about this and to present them to clients via various media.

4.2

The Faces Agency processes personal data for the following purposes: mediating and booking models, actors, actresses, extras and other talents for video and photo shoots with commercial purposes with prospects and customers, being able to call or e-mail participants if necessary to be able to perform our services, to inform participants about changes to our services and products and to be able to pay participants. The Faces Agency is not responsible towards the participant, client and/or third parties for incorrect information on the website or minor differences in dimensions with regard to all statements concerning the participant.

4.3

In addition, The Faces Agency is not liable in the event of improper use by third parties of (copies) of data that these third parties have obtained from the website of The Faces Agency.

4.4

The Faces Agency analyzes the behavior of website visitors in order to improve the website and to tailor the range of products and services to the preferences of the website visitors.

Article 5. Booking agreements

5.1

A booking agreement is an agreement between the client and the participant that is concluded via The Faces Agency. The booking agreement is only binding when written permission has been given for the assignment by the participant and/or client, by e-mail or post. The participant undertakes to provide the agreed services on the agreed dates and to relinquish publication rights to the client as stipulated in Article 6 of these General Terms and Conditions, or the publication rights laid down in a booking agreement. The client undertakes to accept the

order on the agreed dates. The client also undertakes to pay The Faces Agency for the services rendered by the participant and to The Faces Agency. The Faces Agency can propose the participant for, but in no way commit to an assignment without the consent of the participant.

5.2

The participant declares that The Faces Agency is entitled to conclude booking agreements for both the client and the participant, after having informed the participant about this. Furthermore, there is no question of an employment contract or job placement; The Faces Agency is not an employer and therefore no employment contract is concluded upon registration.

Article 6. Intellectual property rights

6.1

All intellectual property rights with regard to goods and/or information manufactured and/or delivered by The Faces Agency rest with The Faces Agency. Participants and clients may not use the items and/or information made available for their own purposes without permission from The Faces Agency and only obtain the rights of use and powers that are expressly granted in these Terms and Conditions or the agreement and/or arise from the agreement between the parties.

6.2

The intellectual property rights with regard to the website(s) of The Faces Agency, its design and the descriptions, images, photos, video clips and other information, in whatever form, included on the website(s) of The Faces Agency, to The Faces Agency or have been licensed by The Faces Agency and may not be used (further) without permission from The Faces Agency.

6.3

The participant grants The Faces Agency the exclusive right to use the image material and other personal data supplied by the participant in the broadest sense of the word, including by making this image material visible on the website and making it available to third parties, including possible clients, and by making this image material available through other possible media. The Faces Agency reserves this right during the time that the participant is registered on the website or at The Faces Agency.

6.4

The participants and clients guarantee that, if and insofar as they make (image) materials or data available to The Faces Agency in the context of the agreement, they are entitled to do so and that these materials and data do not infringe any rights of third parties.

The participants and clients indemnify The Faces Agency against all claims by third parties arising from the use by participants or clients of the website, including claims by third parties' due to infringement of (intellectual) property rights.

6.5

The property right of the visual material made in the context of an assignment remains with the client and with The Faces Agency, on the understanding that this property right of the client is limited to small-scale publications and the time frames specified in the following paragraph. , unless otherwise agreed in the booking and assignment agreement. The participant declares to fully and definitively waive any claims to any right, title or interest with regard to that image material. The participant and client grant The Faces Agency the irrevocable right (which can be transferred to other parties if the client wishes) to use, publish, reproduce and distribute the image material without restriction.

6.6

The visual material that is made by the client of the participant in the context of an assignment should only be used for small-scale publications in the Netherlands. Small-scale publications only include the following media with a maximum of the following publication and broadcast periods:

- Image material that is used for flyers, posters or brochures, which are not used for more than one year, or;
- Visual material that is used in editorial pieces that are placed once, or;
- Visual material used in interior spaces for posters, banners and displays, which are not used for more than one year, or;

- Shop posters and material that has not been displayed or placed in one or more branches for more than one year, or;
- Advertisements that are not placed in daily, weekly, monthly or quarterly newspapers for more than one year, or;
- One-time use of film and/or video material for promotional material, or;
- Image material used for online newsletters, no longer than one year, or;
- Internet use through photography, such as on websites and social media, for no longer than one year, or;
- Internet use by means of video/film, such as on websites and social media, for no longer than one year.

The fee for these publications is deemed to be included in the fee agreed between the client and The Faces Agency on the one hand, and the participant and The Faces Agency on the other.

6.7

Publications other than those mentioned above are prohibited, unless otherwise agreed in the Agreement. Long-term or reuse of image material by the client is not permitted, unless The Faces Agency has given clear prior written permission for this. The participant declares that he/she indemnifies the client and The Faces Agency (or its legal successor) from any form of claim to the portrait right of or by the person shown or his legal representative.

6.8

The client has the right to use the visual material only after payment of the full amounts owed to The Faces Agency has been made, unless otherwise agreed between the parties clearly and in writing. In the event of violation of this provision, the client owes The Faces Agency an immediately due and payable amount of €250.00 per day or per recording, at the sole discretion of The Faces Agency, calculated from the day of first publication.

6.9

The Faces Agency is entitled to use image and sound material of the participant in promotional advertising and sales activities by means of presentations or expressions in publicity media and the internet, without any compensation being owed to talent.

Article 7. Surcharges

7.1

For deviations from the use of the image material as referred to in Article 6.6, a written agreement must be concluded between the client and the participant with regard to the deviating use and the pricing thereof. The participant is entitled to a surcharge to be agreed upon. The Faces Agency uses commutation rates for television, radio, cinema and outdoor advertising such as bus shelters, A4 signs, sandwich boards, billboards, car, tram, bus, taxi and truck advertising. For nude shots, the surcharge is 100% of the standard rate. For lingerie and/or underwear shots, the surcharge is 50% of the standard rate. For use in other countries, the rates are available on request.

Article 8. Children and labor

8.1

Children up to the age of 13 are not allowed to work in the Netherlands due to the ban on child labor. Strict rules apply to young people between the ages of 13 and 18. For children under the age of 13, who participate in musicals, television programs, fashion shows or who perform modeling work, the client of The Faces Agency must request an exemption from the Labor Inspectorate. If the client of The Faces Agency so wishes, The Faces Agency can take care of the application for the exemption. The Faces Agency is authorized to apply for these exemptions and takes care of the contacts with the Labor Inspectorate. The participant provides the mandatory guidance during the shoot/work. However, the client of The Faces Agency, as the employer of the children, is and remains responsible at all times for the presence of the exemption. The Faces Agency can therefore not be held responsible by its client or participant for failure to grant the required exemption or for failure to grant the required exemption, or for failure to grant it in time or adequately or for the required exemption not being available, except in case of gross negligence or intent by The Faces Agency.

Article 9. Cancellations

9.1

If the client wishes to cancel an option on or a booking of a participant, this must be done more than 48 hours before the start of the assignment. In that case, there are no costs associated with the cancellation. For cancellation between 48 and 24 hours before the start of the assignment, the client owes 50% of the agreed fee, the agency commission and administration costs with a minimum of € 70 per participant. For cancellation by the client within 24 hours, the client owes the entire agreed fee and all additional costs.

9.2

If the work cannot continue or expires at the agreed time and The Faces Agency and the client therefore do not use the performance of the participant, The Faces Agency will not owe any compensation. The work that has already been performed in that case will be reimbursed pro rata.

9.3

The participant is not allowed to cancel an agreement within 48 hours before the start of the work. If the participant is prevented from cooperating for any reason, the participant must immediately inform The Faces Agency. If the participant does not appear or does not appear on time for the activities, The Faces Agency has the right to dissolve this agreement, without The Faces Agency being obliged to pay any compensation. In such a case, the participant will also forfeit a fine to The Faces Agency of 100% of the agreed fee, unless there is absolute force majeure.

Article 10. 'Good weather bookings'

10.1

If the client has unambiguously indicated in writing when booking that this only applies under the condition that the weather is good, such a booking can be canceled once free of charge, provided this is done at least 24 hours in advance. If this 'good weather booking' is repeated and canceled for the second time, 50% of the agreed fee is due. In the event of the third cancellation, the client owes 100% of the agreed fee and additional costs, regardless of the time that has elapsed since the prior cancellation.

Article 11. Tax

11.1

The participant is independently responsible for payment(s) in the context of withholding tax and/or social contributions, national insurance, tax authorities and/or business association and indemnifies The Faces Agency against all claims from third parties, including itself, of whatever nature in that framework. If the tax authorities and/or business association later conclude that withholding and remittance have been wrongly omitted, The Faces Agency will pay all resulting costs, including but not limited to (tax) additional assessments, interest, recover fines, interests and costs of legal assistance from the participant concerned.

Article 12. Rates

12.1

All rates are bindingly determined by The Faces Agency in the booking agreement. The fee agreed between the client and The Faces Agency is laid down in a quotation and/or assignment agreement. The fee (compensation) is determined by The Faces Agency and may depend on the nature and scope of the work; as well as the participant's experience.

12.2

The daily rate is payable from bookings up to a maximum of 8 working hours between 8.00 and 24.00. An overtime rate is payable for work after 24.00 and/or before 08.00, which is at least 200% of the agreed hourly rate. A half-day is understood to mean 4 consecutive hours that fall in any case between 08:00 and 24:00. Parts of an hour are always rounded to a whole hour, starting from 20 minutes. The hours are calculated from the moment the participant had to be present until the participant is ready.

12.3

The client owes the travel costs, calculated on the basis of a kilometer allowance for the use of a private car based on the applicable ANWB rate, from place of residence to work place. These travel costs will be passed on to the client by The Faces Agency. If work has to be performed abroad, the client must pay the full travel and accommodation costs in advance. For travel times longer than one hour, half of the agreed hourly rate will be charged proportionally, provided this has been expressly agreed with the participant and client by means of an agreement. For participants, up to the age of 16, the client also owes travel costs for a supervisor. Unless otherwise agreed, all rates charged by The Faces Agency are exclusive of agency commissions, VAT, travel costs and any other additional costs.

Article 13. Payments and collection costs

13.1

Payments must be made within 30 days of the invoice date.

13.2

If the client does not submit a written complaint within 8 days of the invoice date, the client is deemed to have fully agreed with the contents of the invoice. From the day that the payment term has expired, the client owes statutory interest on the amount to be paid per month to The Faces Agency, whereby parts of a month are calculated up to a full month.

13.3

The Client has the obligation to immediately report inaccuracies in payment details provided or stated to The Faces Agency. Objections to the amount of an invoice do not suspend the payment obligation. The client is never entitled to set off the amount owed by him to The Faces Agency.

13.4

If payments are not made, or are not made in full and/or not on time, the client will be in default by operation of law. In the event of default, the client owes an interest of 1% per month on the outstanding amount from the due date of the invoice(s) until the moment of full payment. The client owes extrajudicial collection costs at the moment that he is in default. The extrajudicial collection costs for the client amount to at least 15% of the amount to be collected with a minimum of €500. The client who is a consumer only owes extrajudicial collection costs after he has been unsuccessfully demanded to pay within a period of 14 days. The extrajudicial collection costs amount to the amount in accordance with the most recent decision for reimbursement of extrajudicial collection costs.

13.5

The Faces Agency has the right to terminate the agreement with immediate effect and without judicial intervention or to withhold compensation in whole or in part, without The Faces Agency being obliged to pay any compensation, if:

- arising from the acceptance of the booking, the participant does not fulfill his obligations on time or does not comply sufficiently or the performance is insufficient, such at the sole discretion of The Faces Agency;
- if cooperation is unacceptable on artistic grounds, such at the sole discretion of The Faces Agency;
- there is such a change of circumstances that this agreement is reasonableness and fairness should end.

13.6

The participant is obliged to fully perform the assignment as agreed, ie for the entire duration of the assignment. If the participant does not or does not fully comply with this, any right to compensation for the assignment will lapse. In the event of an interruption of the participant's activities as a result of unforeseen circumstances, the activities may be extended by the time of the interruption. The Faces Agency is then not responsible for the payment of any compensation.

13.7

The Faces Agency is exclusively and only then, if a client has paid the reward due to the participant to The Faces Agency, obliged to proceed with payment to the participant. The Faces Agency can never be addressed by the participant for whatever reason if the client has not paid or has not paid in full to The Faces Agency. Payment of the agreed price takes place within two weeks after the client has paid The Faces Agency and The Faces Agency has received the relevant amount on its account.

13.8

All costs incurred by The Faces Agency or by the participant to enforce their rights, as well as all judicial and extrajudicial costs in the event of the involvement of an authorized representative, lawyer or bailiff, are for the account of the client. Extrajudicial costs are owed without further information or notice of default in all cases where The Faces Agency has had to engage the representation, lawyer or bailiff authorized by it to collect its claim or to enforce its rights.

Article 14. Approach participants outside the website and/or The Faces Agency

14.1

The client or participant is not permitted to approach or contract each other directly or indirectly for any new assignments and/or for the financial settlement without the approval or without the knowledge of The Faces Agency, after having been brought into contact with each other by The Faces Agency once. of an assignment. If this nevertheless happens, the client will owe the amount to The Faces Agency twice that would have had to be paid if the contracts had been concluded through The Faces Agency. The above also applies to assignments 'resulting' from an assignment.

14.2

The client expressly agrees that the participant will also perform work for other clients, provided that the participant does not act in violation of the provisions of the previous paragraph of these Terms and Conditions.

Article 15. External changes

15.1

When the appearance of the participant changes, it is desirable that the participant immediately informs The Faces Agency (think of a different haircut or hair color, a scar, pimple/pimple, new tattoos or piercings, injuries, etc.). The participant's portfolio on the website must be representative of what the participant actually looks like, so that the client has a correct picture of the participant.

15.2

If the participant stays abroad for a long time or is ill for a long time, it is desirable that the participant immediately informs The Faces Agency, so that the latter knows that the participant cannot be called upon during the aforementioned period.

15.3

The participant may adjust his/her data and photos on the website of The Faces Agency, so that they are representative of what the participant actually looks like. However, all adjustments are made with the approval of The Faces Agency and if it is not in favor of the model and/or the website of The Faces Agency, they will not be approved.

Article 16. Liability

16.1

Except in the case of gross negligence or intent on the part of The Faces Agency, The Faces Agency is not liable for any damage suffered by participants or clients through or as a result of using the website. This also includes damage resulting from incorrect information provided by participants on the website, if this information has been made available by the participants and has been taken over by The Faces Agency.

16.2

The Faces Agency is neither liable towards the client nor towards the participant for any damage and/or costs of whatever nature, except as a result of intent and gross negligence by The Faces Agency, to be demonstrated by the participant or client, who, during working hours or related to work to arise. The Client and the participant expressly indemnify The Faces Agency against any claim by or on behalf of third parties.

16.3

The Faces Agency is not liable for any damage suffered by the client or third parties that the participant during the assignment. The Faces Agency is also not liable for any damage suffered by the client for a participant's failure to comply with one or more of his/her obligations under a booking agreement, for example

failure or defective performance by the participant, misconduct by the participant., or when the participant looks different from how the client had expected. The participant is liable for all damage resulting from any form of default of or by the participant. The Faces Agency is at all times entitled to receive a refuse to fulfill the offer.

16.4

The Faces Agency is not liable towards a participant for failure by a client in the fulfillment of his/her obligation under a booking agreement.

16.5

The Faces Agency is neither liable towards participants, nor towards client and third parties for accidents, (permanent) disability and death of the participant on the way to and/or from the assignment location and during assignments.

16.6

The Faces Agency will not be liable in any way for the loss of or damage to the personal participant's property. The participant is liable for all damage caused by The Faces Agency if as a result of loss, theft and/or damage to goods of The Faces Agency and/or goods of the employees of The Faces Agency and/or goods of other counterparties such as clients of The Faces Agency and/or their employees, insofar as this damage is the result of any act or omission of the participant.

16.7

Correspondence between The Faces Agency and the participant will be done by email as much as possible. The Faces Agency cannot be held liable for damage resulting from missing by the participant or client of an e-mail message intended for him/her.

16.8

Participants commit to W.A. to be insured during the (agreed) work. Participants also undertake to be insured for medical expenses during the work and if need to take out travel insurance.

16.9

Any liability of The Faces Agency towards the participant or client or third party is in any case limited to an amount equal to twice the amount of the fee agreed with the client for the relevant assignment and the relevant participant, excluding any additional costs agreed upon.

16.10

The participant indemnifies The Faces Agency against all liability that the and/or tax authorities may have against The Faces Agency.

16.11

Failure, after registration, to comply with any of the provisions referred to in these terms and conditions or from further obligations arising from the agreement may lead to deregistration from The Faces Agency. The Faces Agency also has the right to hold the participant (after registration) liable for any suffered by her damage or nuisance caused by the participant.

16.12

The Faces Agency will never become the employer of the participant, nor is The Faces Agency ever liable to for negligence or non-performance on the part of clients. No other legal relationship arises between the participant and The Faces Agency as a result of the acceptance of an assignment by the participant that which is regulated in the agreement for services agreed between the parties.

Article 17. Force majeure

17.1

The participant's incapacity for work as well as all other circumstances that a participant force majeure counts as force majeure for The Faces Agency. The Faces Agency is mandatory to inform the client of the aforementioned circumstances without delay, as soon as they have been notified. In case of force majeure, The Faces Agency has the right, without judicial intervention to suspend the execution of the agreement, or to suspend the agreement with to be regarded as dissolved with immediate effect, or at least to dissolve without The Faces Agency is obliged to pay any compensation for damage or otherwise. If and insofar as The Faces

Agency already has some has made a deposit to the participant, the participant will refund this to The Faces Agency, except insofar as this compensation relates to any already performed by the participant performance.
17.2

The participant is only entitled to invoke force majeure on his part if he fails in the fulfillment of his obligations and this is not due to his fault, neither under the law or in the generally accepted opinion.

17.3

If the participant acts towards The Faces Agency on any ground, rightly or wrongly, on force majeure then The Faces Agency has the right to terminate the agreement without judicial intervention to be regarded as dissolved with immediate effect, or at least to be dissolved without The Faces Agency being obliged to pay any compensation for damage or otherwise.

Article 18. Confidentiality of participant and publicity

18.1

The participant will keep the existence, nature and content of the agreement or assignment confidential and do not disclose anything about this without written permission from The Faces Agency. The participant undertakes to provide all data and information concerning or related to the customers, products, services, business operations and organization of The Faces Agency, which the participant provides in the context of the implementation become aware of the agreement or assignment confidentially, to keep it secret and to not to use it for any purpose other than that for which it was provided. In the event of violation of any obligation of the participant pursuant to the provisions of these articles, the participant is, without any notice of default required, an amount of €5,000 is owed to The Faces Agency for each violation, without prejudice to any other right accruing to The Faces Agency, such as the right to compensation.

18.2

The participant is not allowed in any way without written permission from The Faces Agency in the to publicize the assignment. The participant is not allowed without written permission from The Faces Agency to refer in any way to The Faces Agency as a customer or to use the logo, name and/or house style of The Faces Agency.

Article 19. Amendment of these terms and conditions

19.1

The Faces Agency has the right at all times to change the content of the general terms and conditions. All known customers of the services of The Faces Agency will be informed of this by means of sending the conditions or handing over unless this cannot reasonably be required of The Faces Agency.

Article 20. Applicable law in dispute settlement

20.1

On the agreements with participants and/or clients, including the registration on the website of Understanding The Faces Agency, Dutch law applies. The court in the statutory place of business of The Faces Agency is exclusively authorized to take cognizance of disputes between The Faces Agency and the participants and/or clients, as well as disputes arising from the use of the website by participants and/or clients.