

## TERMS AND CONDITIONS FOR CHARAKTERCAST

### 1 General:

The People and Model Agency charaktercast and its employees, Hamburger Allee 45, 60486 Frankfurt am Main, hereinafter referred to as agency, place, actors, models, and presenters, hereinafter referred to as performer. The agency negotiates and gives orders and declarations for and on behalf of the performer. The agency is the general contractor of the client, hereinafter referred to as client. A client is defined as an organization or person who books with the agency, as far as this is not explicitly agreed on otherwise in writing at time of booking. Normal business days and hours are Monday through Friday between the hours of 0800 to 2000 local German time. (CET) The client accepts not to deviate from these terms and conditions and not to meet or attempt agreements with the performer without the consent of the agency. For these general terms and conditions and the entire legal relationship between the agency and the client gives the right of the Federal Republic of Germany, excluding the CISG. For every successful job placement the agency will charge a commission to the client (company) (see § 2) as well as an agency fee to the talent/model (see § 5)

### 2 Commissions and Permissions:

The customer owes the agency a commission of 20% of the agreed fee, incl. usage rights (buyout) or the cancellation fee and commission for subsequent bookings, excl. of VAT, and KSK (Künstlersozialkasse), if applicable. Any liability of the agency from the mediated legal relationship is excluded. Claims against the actor can not be set off against the entitlement to commission the agency or as a right of retention. The performer may be employed only as in writing beforehand defined conditions by the client. The recordings may only be used in

accordance with the written terms defined in the usage contract (buyout). It is prohibited to book the performer bypassing the Agency without written consent. All agreements are made in writing with the agency. Verbal agreements or understandings with the performer shall be binding on either the performer or for the agency.

### 3 Booking Agreements:

Options schedules are binding reservations. The client is informed of the rank of the options. The performer has binding to keep the option available. Confirmed bookings are binding for all parties. They are confirmed in writing by the agency, stating the details of the reservation (including labor fees, buyout, travel expenses) A confirmed booking may be canceled with prior notice in writing. Written notice must be received at least 5 (five) working days before the start of work to be done. A cancellation is possible when carrying out the confirmed booking is not possible. This needs to be communicated to the agency timely (at least 5 (five) days) in advance and in writing. Failure to notify the Agency in a timely manner will result in a percentage of the agreed upon fee and commissions invoiced by the agency as follows: Between five (5) days and 48 hours prior to the appointment 50% (percent) of the agreed fee and the agency commission is invoiced. Between 48 hours and the time of the booking the full agreed fee plus the agency commission will be due and invoiced per the written contractual agreement. In the case of disease-related failure of the actor, or for other reasons that make it impossible to carry out the booking, the agency is obliged to find an adequate replacement. Weather cancellations must be expressly designated by the customer as such. A weather related booking may be cancelled free of charge if it cancelled one (1) working day before the booking date and the actor lives near the location (up to 100km). If canceled on the booking date, agency commission will be 100% of the fees (excluding buyout), plus invoiced. If canceled 24 hours in advance the fees would be 50% invoiced plus the agency commission. The

performer is not responsible for hairstyling, styling and make-up The customer is responsible for supplying the performer with food and beverages (taking into account special dietary needs), as long as the performer performs services for the customer.

#### 4 Working Hours

The following working hours apply, unless otherwise agreed on a project basis. A regular workday consists of 8 hours plus break. For film 10 hours incl. 1 hour break. A regular half-day of work consist of 5 hours with a half hour break. The normal working hours are from 0800 to 2000 Monday through Friday. Days and hours outside regular working days and hours must be arranged in advance. Work begins when cast members have arrived. Waiting times, styling, preparation are counted as working hours. Unless otherwise agreed, overtime with 10% of the agreed daily fee will be charged per hour. The joint arrival and departure of cast and customer between hotel and place of work (Location) count as working hours.

#### 5 Remuneration

The performer fee includes the daily fee, plus utilization rights (buyout), travel expenses, if applicable KSK and VAT net of agency commission. For the mediation of the project we claim 20% commission of the performer that we (excl. 19% sales tax only on the commission) invoice to the total fee, after completion of the project to the customer. Half-day bookings are valid only for performers resident at place of work (distance up to 100 km) and 60% of the daily fee, plus Buyout, KSK (if applicable) and incurred VAT, minus agency commission.

## 6 Terms of Payment

The payment of the fee, buyouts, KSK (if applicable), travel expenses, VAT, are net due and payable within the period specified on the invoice to the agency. There is no right to publication, before payment of the invoice is completed by the customer

## 7 Complaints and Liability

In case of delayed arrival of the actor on set, the actor will be required to work the hours that were delayed. If this is not possible due to special circumstances, the performer's fees will be prorated accordingly. In high-risk shooting situations, the client must inform the agency before booking, and will be responsible to obtain an insurance policy. If the customer has not informed the agency of any high-risk shooting situations in advance, the performer is entitled to refuse filming and include the appropriate cancellation fees (100% of the daily salary, with no buyout). The general statutory provisions govern further claims. The liability of the actor is restricted from any legal reason to twice the total fee, except in case of intent and gross negligence.

## 8 Usage Rights / Buyout

The usage rights / buyouts are considered on a case-by-case basis between the client (product, use and temporary application) and agency which are agreed upon and confirmed in writing. Without the written agreement of specific usage it will be considered unlawful to use in any way not authorized by the agency

## 9 Exclusivity

The performer is provided to the client by the agency on a non-exclusive basis. The actor has the freedom to provide similar and / or competing services for a competing product or brand of customers.

If an image or a performance by a performer is required in connection with a product on an exclusive or semi-exclusive basis and thus the provision of services or the authorization to use the pictures of the cast of competitors, a particular product line or within a certain territory will be prevented, and an additional cost will be assessed.

It is the responsibility of the client to investigate and research if the performer has performed for or was booked for conflicting or competition orders. The agency may, as a non-exclusive agent, not guarantee that the performer has performed no contrary works (or has been booked for other jobs).