

**BOOKING CONDITIONS  
TERMS & CONDITIONS (T&C) OF  
HMM/ELF**

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**ARTICLE 1 - GENERAL REMARKS**

- 1) THE FOLLOWING PROVISIONS ARE TO GOVERN LEGAL RELATIONS BETWEEN THE RESPECTIVE CLIENTS AND **HARRY'S MODEL MANAGEMENT (HMM)/ELF SERVICES (ELF)** IN A BINDING MANNER, UNLESS OTHER AGREEMENTS HAVE BEEN EXPRESSLY MADE IN WRITING AND RECONFIRMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE FROM **HMM/ELF**, FOR SPECIFIC CASES.
- 2) IN BOOKING A MODEL, THE CLIENT AGREES TO BE BOUND BY THESE "BOOKING CONDITIONS/TERMS & CONDITIONS" (T&C).
- 3) THE **HMM/ELF** BOOKING CONFIRMATION FORM (**BCF**), CONTAINING THE SPECIFIC TERMS OF THE BOOKING/LICENSE, **MUST** BE SIGNED AND RETURNED BY THE CLIENT AND THE SIGNED **HMM/ELF** BCF TOGETHER WITH THESE T&C SHALL FORM THE AGREEMENT BETWEEN THE PARTIES RELATING TO EACH BOOKING/LICENSE.
- 4) THE FAILURE TO SIGN AND/OR RETURN THE **HMM/ELF** BCF FORM WHILST PROCEEDING WITH THE BOOKING WILL BE DEEMED TO BE AN ACCEPTANCE BY THE CLIENT OF THESE T&C AND THEY SHALL APPLY TO AND GOVERN THE BOOKING BETWEEN **HMM/ELF** AND THE CLIENT.
- 5) ANY AMENDMENTS AND/OR MODIFICATIONS MADE TO THE **HMM/ELF** BCF BY THE CLIENT SHALL NOT BE VALID AND BINDING UNLESS **HMM/ELF** HAS AGREED TO SUCH AMENDMENT AND/OR MODIFICATIONS IN ADVANCE OF A BOOKING AND CONFIRMED SUCH AGREEMENT BY SIGNING THE **HMM/ELF** BCF AFTER THE AMENDMENT AND/OR MODIFICATION HAS BEEN INCLUDED ON THE **HMM/ELF** BCF.
- 6) IN THE EVENT OF ANY INCONSISTENCY OR CONTRADICTION BETWEEN THESE T&C AND ANY BOOKING CONFIRMATION, THESE T&C SHALL PREVAIL.

**ARTICLE 2 – MODEL / CLIENT / HMM/ELF RELATIONSHIP**

- 1) **HMM/ELF** IS CONTRACTED BY THE MODEL TO BE THEIR REPRESENTATIVE IN THE INDUSTRY AND AT **NO TIME** IS THE RELATIONSHIP ONE OF EMPLOYER/EMPLOYEE. THE MODEL IS A SELF EMPLOYED PERSON.

**ARTICLE 3 - BASIS FOR BOOKING**

- 1) **HMM/ELF** SHALL MAKE COMMITMENTS TO THE CLIENT IN THE NAME AND ON BEHALF OF THE MODEL. A CLIENT IS DEFINED AS ONE WHO BOOKS MODEL TALENT WITH **HMM/ELF**, UNLESS OTHERWISE AGREED IN WRITING AT THE TIME OF BOOKING.
- 2) THE CLIENT SHALL OWE **HMM/ELF** A COMMISSION. UNLESS AGREED OTHERWISE AND RECONFIRMED IN WRITING BY **HMM/ELF**, THIS COMMISSION WILL AMOUNT TO 20 % OF THE MODEL'S FEE/S, LICENCE FEE/S, CANCELLATION FEE/S ETC, PLUS V.A.T. IF APPLICABLE.
- 3) THE CLIENT SHALL OWE **HMM/ELF** A COMMISSION FOR **SUBSEQUENT BOOKINGS** FOR AS LONG AS THE MODEL IS REPRESENTED BY **HMM/ELF**.
- 4) THE **CLIENT/END-USER OF THE MODEL'S IMAGE/S WILL NOT MAKE** DIRECT BOOKINGS WITH THE MODEL WHICH CIRCUMVENT **HMM/ELF**. SHOULD THE MODEL ENTER INTO SUCH AN AGREEMENT WITH THE CLIENT OR VICE VERSA AT ANY TIME, THAT AGREEMENT BETWEEN THE CLIENT & THE MODEL IS NULL AND VOID AND ANY LICENSE/RIGHTS WILL BE DEEMED NOT OBTAINED IN ORDER FOR THE CLIENT/END-USER OF THE IMAGES, TO USE SAID IMAGES OF THE MODEL. THE USE OF THE MODEL'S IMAGES FROM SUCH SITUATION WOULD BE UNAUTHORIZED. A LICENSE CAN ONLY BE OBTAINED FROM **HMM/ELF**.
- 5) ALL MATTERS RELATING TO THE USE OF THE MODEL'S IMAGE, ANY OTHER SERVICES SUPPLIED BY THE MODEL AND ALL FEES MUST BE NEGOTIATED AND AGREED ONLY WITH **HMM/ELF**. THE CLIENT SHALL NOT ATTEMPT TO NEGOTIATE, NOR ALLOW OTHERS TO NEGOTIATE, WITH THE MODEL'S DIRECTLY. IF THE CLIENT OR THE PHOTOGRAPHER OR ANY OTHER PERSON ON THEIR BEHALF OR CONNECTED WITH THEM OBTAINS THE MODEL'S SIGNATURE ON ANY DOCUMENT OR THE MODEL'S PURPORTED VERBAL AGREEMENT TO ANYTHING OUTSIDE OF THE SCOPE OF THIS AGREEMENT, SUCH SIGNATURE OR VERBAL AGREEMENT WILL NOT CONSTITUTE A VARIATION OF THIS AGREEMENT AND IS NOT BINDING ON THE MODEL OR **HMM/ELF** UNLESS AND UNTIL IT IS AGREED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF **HMM/ELF** (SUCH AGREEMENT TO BE DETERMINED IN THIS COMPANY'S ABSOLUTE DISCRETION).
- 6) THE CLIENT/END-USER OF THE MODEL'S IMAGES IS ADVISED THAT **HMM/ELF** OWNS THE RIGHTS OF THE MODEL DURING THE TERM OF THE MODEL'S REPRESENTATION WITH **HMM/ELF**. THEREFORE THE MODEL IS NOT ENTITLED TO NEGOTIATE OR ACCEPT RATES FOR FEES, LICENSES OR ANY OTHER USAGE. SHOULD THE MODEL ENTER INTO SUCH AN AGREEMENT WITH THE CLIENT/END-USER OF THE MODEL'S IMAGES OR VICE VERSA AT ANY TIME THAT AGREEMENT BETWEEN THE CLIENT/ENDUSER & THE MODEL IS NULL AND VOID AND ANY LICENSE/RIGHTS WILL BE DEEMED NOT OBTAINED IN ORDER FOR THE CLIENT/END-USER OF THE IMAGES, TO USE SAID IMAGES OF THE MODEL. THE USE OF THE MODEL'S IMAGE/S FROM SUCH AN ARRANGEMENT WOULD BE UNAUTHORIZED. A LICENSE CAN ONLY BE OBTAINED FROM **HMM/ELF**.
- 7) THE CLIENT/END-USER OF THE MODEL'S IMAGES IS OBLIGED **TO PURCHASE ANY/ALL FUTURE LICENSES/RIGHTS** ON A MODEL'S CONTRACT THAT WAS ENTERED INTO DURING THE TERM OF THE MODEL'S REPRESENTATION THROUGH **HMM/ELF** OR IT'S SUCCESSOR **EVEN IF THE MODEL IS NO LONGER REPRESENTED BY HMM/ELF**. **HMM/ELF** IS SOLELY RESPONSIBLE **IN PERPETUITY**, FOR ALL MODIFICATIONS, EXTENSIONS AND RENEWAL OF BOOKINGS/LICENSES THAT WAS ENTERED IN TO DURING THE TIME OF THE MODELS REPRESENTATION WITH **HMM/ELF**. THE MODEL IS NOT ENTITLED TO NEGOTIATE FOR ANY NEW LICENSES OR LICENSE EXTENSIONS FROM CONTRACTS THAT WERE ENTERED INTO DURING THE TERM OF THE MODEL'S REPRESENTATION BY **HMM/ELF**.

- 8) SHOULD THE MODEL ENTER INTO SUCH AN AGREEMENT WITH THE CLIENT AT ANY TIME, THAT AGREEMENT BETWEEN THE CLIENT/END-USER OF THE MODEL'S IMAGE/S & THE MODEL IS NULL AND VOID AND ANY LICENSE/RIGHTS WILL BE DEEMED NOT OBTAINED IN ORDER FOR THE CLIENT/END-USER OF THE MODEL'S IMAGE/S, TO USE SAID IMAGE/S OF THE MODEL. THE USE OF THE MODEL'S IMAGE/S FROM SUCH AN ARRANGEMENT WOULD BE UNAUTHORIZED.
- 9) THE MODEL IS NOT ENTITLED TO SIGN ANY **MODEL RELEASE/S** OR WAIVER OF RIGHTS INCLUDING ASSIGNMENTS TO THIRD PARTIES. SHOULD THE MODEL ENTER INTO SUCH AN AGREEMENT WITH THE CLIENT AT ANY TIME, THAT AGREEMENT BETWEEN THE CLIENT & THE MODEL IS NULL AND VOID AND ANY LICENSE/RIGHTS WILL BE DEEMED NOT OBTAINED IN ORDER FOR THE CLIENT/END-USER OF THE IMAGE/S, TO USE SAID IMAGE/S OF THE MODEL. THE USE OF THE MODEL'S IMAGE/S FROM SUCH AN ARRANGEMENT WOULD BE UNAUTHORIZED. A LICENSE CAN ONLY BE OBTAINED FROM **HMM/ELF**.
- 10) THE CLIENT SHALL UNDERTAKE NOT TO MAKE **ALTERATIONS** OR **SUPPLEMENTS** TO THE BOOKING/S AND/OR DEVIATIONS FROM THESE **HMM/ELF** BOOKING CONDITIONS EXCEPT AFTER CONSULTATION AND PRIOR WRITTEN CONFIRMATION WITH A DULY AUTHORIZED REPRESENTATIVE OF **HMM/ELF** AND WILL REFRAIN FROM ENJOINING THE MODEL/S TO ALTER OR MAKE ADDITIONS TO THE BOOKINGS DURING THE DAYS OF WORK.

#### ARTICLE 4 - DETAILS OF BOOKINGS

##### 1) OPTIONS

OPTIONS ON A MODEL ARE RESERVATIONS SUBJECT TO A BINDING DATE. AN OPTION SHALL TERMINATE IF THE CLIENT DOES NOT MAKE A CONFIRMED BOOKING NO LATER THAN 3 WORKING DAYS (BY 18:00 O'CLOCK) BEFORE THE START OF WORK, OR WITHIN ONE WORKING DAY AFTER BEING REQUESTED TO DO SO BY **HMM/ELF**. SATURDAYS, SUNDAYS AND BANK-/PUBLIC HOLIDAYS WILL NOT BE CONSIDERED NORMAL WORKDAYS. **GERMAN** CALENDER TIME WILL APPLY. OPTIONS WILL BE NOTED DOWN IN THE ORDER IN WHICH THEY ARE RECEIVED. IF A CLIENT'S OPTION IS NOT THE FIRST OPTION FOR A SPECIFIC MODEL, THE CLIENT SHALL BE INFORMED OF HIS OPTION'S PRIORITY. IF AN OPTION SHOULD LAPSE, SUBSEQUENT OPTIONS SHALL MOVE UP IN PRIORITY.

##### 2) CONFIRMED BOOKINGS

WILL BE CONSIDERED BINDING FOR BOTH PARTIES UNDER THESE T&Cs. A BOOKING IS ONLY CONSIDERED "CONFIRMED" ONCE **HMM/ELF** HAS RECEIVED THE **HMM/ELF** BCF WITH THE CLIENTS STAMP & SIGNATURE ON THE **HMM/ELF** BOOKING CONFIRMATION FORM.

##### 3) WEATHER RELATED BOOKINGS

WEATHER RELATED BOOKINGS ARE ONLY PERMISSABLE AT THE MODEL'S PLACE OF RESIDENCE AND MUST BE EXPRESSLY DENOTED AS SUCH. UNLESS AGREED OTHERWISE, THESE SHALL BE CONSIDERED AS REFERRING TO FAIRWEATHER BOOKINGS.

##### 4) PROVISIONAL BOOKINGS

PROVISIONAL BOOKINGS WILL BE AUTOMATICALLY CANCELLED IF THEY ARE NOT CONFIRMED BY THE CLIENT (BY SIGNING THE **HMM/ELF** BCF) WITHIN 24 HOURS OF THE PROPOSED BOOKING.

#### ARTICLE 5 - THE MODELS MEASUREMENTS

- 1) **HMM/ELF** MAKES EVERY EFFORT TO ENSURE MEASUREMENTS GIVEN FOR THE MODEL ARE CORRECT WITHIN THE "MATERIALLY CORRECT DIMENSIONS". HOWEVER IT IS IN HUMAN NATURE THAT BODY MEASUREMENTS MAY VARY SLIGHTLY FROM TIME TO TIME.
- 2) ON OUR MODEL'S COMPOSITE CARDS, WEBSITE, PORTFOLIO BOOK ETC WE SPECIFY THE MODEL'S "OPTIC HEIGHT" WITHIN THE "MATERIALLY CORRECT MEASURE" i.e. INCLUDING THE MODELS HAIR BUT EXCLUDING SHOES. IN CIRCUMSTANCES, FOR EXAMPLE WHERE THE PRECISE HEIGHT OF THE MODEL IS FUNDAMENTAL, IT IS THE CLIENT'S RESPONSIBILITY TO BRING THIS TO THE ATTENTION OF **HMM/ELF** IN WRITING (i.e. EMAIL) AND VERIFY THE MODEL'S HEIGHT, PRIOR TO SIGNING THE **HMM/ELF** BCF. LIKEWISE THIS PROCESS MUST BE FOLLOWED FOR ANY OTHER MEASUREMENTS. AN ALTERNATIVE OPTION IS A CASTING WHERE THE CLIENT CAN LOOK AT THE MODEL AND VERIFY THE MEASUREMENTS PRIOR TO CONFIRMING A BOOKING.

#### ARTICLE 6 - WORKING HOURS

- 1) THE WORKING HOURS FOR A BOOKING BY THE DAY WILL AMOUNT TO EIGHT HOURS, FOR A HALF DAY BOOKING, FOUR HOURS. UNLESS AGREED OTHERWISE IN WRITING PRIOR TO THE BOOKING, THE WORKING HOURS FOR A BOOKING BY THE DAY WILL BEGIN AT 09:00 O'CLOCK AND END AT 18:00 O'CLOCK WITH A ONE HOUR BREAK FOR LUNCH.
- 2) THE WORKING HOURS WILL BEGIN WHEN THE MODEL ARRIVES AT THE AGREED LOCATION AT THE AGREED TIME. PREPARATIONS SUCH AS MAKE-UP AND HAIR STYLING WILL COUNT AS PART OF THE WORKING DAY.
- 3) TRAVEL TOGETHER WITH THE CLIENT FROM THE HOTEL TO THE PLACE OF WORK (LOCATION) AND BACK AGAIN WILL BE INCLUDED IN THE WORKING HOURS.
- 4) THE TOTAL HOURS THAT THE MODEL IS BOOKED FOR IS THE MINIMUM HOURS THAT THE MODEL MUST BE PAID FOR. THE SAME APPLIES FOR BOOKINGS WITH MULTIPLE DAYS. IF THE JOB FINISHES PRIOR TO THE ORIGINALLY BOOKED TIME, THE MODEL MUST BE PAID FOR THE ORIGINAL HOURS/DAYS BOOKED REGARDLESS OF WHETHER THE JOB WAS COMPLETED EARLY.

#### ARTICLE 7 – OVERTIME

- 1) OVERTIME SHALL BE REMUNERATED AT 15 % OF THE AGREED DAILY FEE FOR EACH HOUR OR PART OF AN HOUR.
- 2) EXTRA HALF HOURS OR PARTS OF HALF HOURS ARE PAID AT HALF THE HOURLY RATE.
- 3) OVERTIME FEES APPLY BEFORE 09:00 O'CLOCK AND AFTER 18:00 O'CLOCK AND ON ALL BOOKINGS OVER EIGHT HOURS.
- 4) THE OVERTIME RATE IS 1.5 TIMES THE NORMAL HOURLY RATE BETWEEN 18:00 AND 23:00.
- 5) A SPECIAL RATE IS NEGOTIATED FOR NIGHT WORK AFTER 23:00 AND BEFORE 09:00.

- 6) WORK ON SATURDAYS IS AT 1.5 TIMES THE NORMAL RATE.
- 7) WORK ON SUNDAYS, BANK- & PUBLIC HOLIDAYS IS AT DOUBLE AND A HALF THE NORMAL RATE.

#### ARTICLE 8 – THE MODEL’S FEE

##### 1) GENERAL

ALL FEES CAN ONLY BE NEGOTIATED BY HMM/ELF ON AN INDIVIDUAL MODEL BASIS. ALL FEES QUOTED ARE NET OF ALL TAXES AND EXPENSES CHARGED AND APPLY TO SHOOT TIME ONLY AND DO NOT INCLUDE USAGE. FOR THE AVOIDANCE OF DOUBT, IF IT IS COMPANY POLICY TO WITHHOLD LOCAL TAXES ON MODEL’S FEES AND/OR BUYOUT LICENSE FEES, THEN THE CLIENT/END-USER OF THE MODEL’S IMAGE MUST ADVISE HMM/ELF IN WRITING, PRIOR TO PLACING AN OPTION ON A MODEL OR AT THE VERY LATEST PRIOR TO SIGNING THE HMM/ELF BOOKING CONFIRMATION FORM (BCF) WHEN BOOKING A MODEL AND/OR PURCHASING ANY BUYOUTS/LICENSES. FAILURE TO DO SO WILL RESULT IN A RETROSPECTIVE FEE INCREASE FOR THE AMOUNT THE MODEL WILL LOSE FROM THE AGREED FEES. HMM/ELF RESERVES THE RIGHT TO INVOICE FOR THIS POSITION SEPARATELY.

##### 2) EDITORIAL FEE

EDITORIAL FEE IS DESCRIBED AS THE FEE WHEN THE MODEL PROVIDES HIS/HER SERVICES FOR THE EDITORIAL SECTIONS/STORY’S IN MAGAZINES (i.e. MAGAZINES FOR FASHION, BEAUTY, JEWELRY etc.). FOR REGULAR EDITORIAL RATES TO APPLY TO A BOOKING, THE PUBLICATION MUST BE ON SALE THROUGH NEWSAGENTS, SUPERMARKETS ETC AND/OR AVAILABLE BY PAID SUBSCRIPTION. IF THESE CRITERIA ARE NOT MET THEN THE FULL DAY FEE FOR ADVERTISING WILL APPLY TO THE BOOKING. PHOTOGRAPHS TAKEN DURING EDITORIAL BOOKINGS CAN ONLY BE USED IN THE MAGAZINE THAT THE MODEL WAS BOOKED FOR. ANY AND/OR ALL OTHER PHOTOGRAPHS OF THE MODEL MAY NOT BE SOLD, PASSED ON AND/OR TRANSFERRED BY THE CLIENT / CONTRACTUAL PARTNER TO THIRD PARTIES AND/OR OTHER MAGAZINES WITHOUT PRIOR WRITTEN CONSENT OF HMM/ELF – FOR THIS SITUATION AN EXTRA LICENSE WILL BE REQUIRED. IT IS ABSOLUTELY FORBIDDEN TO USE CREATED EDITORIAL IMAGES FROM THE MODEL FOR ADVERTISING, UNLESS THE CLIENT PURCHASES AN EXTRA LICENSE PRIOR TO USE IN ADVERTISING OR FOR ADVERTISEMENTS ETC. (PLEASE READ THE SECTION “THE RIGHTS” FOR FURTHER INFORMATION). THE EDITORIAL RATE IS SUBJECT TO 20% COMMISSION AND VAT (IF APPLICABLE)

##### 3) SPECIAL FEE/ADVERTISING FEE

THE ADVERTISING FEE IS THE FEE TO USE THE MODEL’S IMAGE FOR ADVERTISING (i.e. CONSUMER GOODS ADVERTISING, UNDERWEAR ADVERTISING, PACKAGING, CATALOGUES, TV COMMERCIALS ETC). HOWEVER, THE FULL DAY FEE FOR ADVERTISING DOES NOT INCLUDE THE RIGHT TO USE THE MODEL’S IMAGE IN A CERTAIN MEDIA, GEOGRAPHIC LOCATION AND/OR SPECIFIC TIME PERIOD, UNLESS NEGOTIATED, INCLUDED IN THE HMM/ELF BCF AND RECONFIRMED IN PRIOR WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HMM/ELF. THE ADVERTISING FEE IS A LOT HIGHER THAN THE EDITORIAL FEE OR THE LAYOUT SHOOTING FEE. ANY PUBLICATION OF THE MODEL’S IMAGE IN ANY ADVERTISING REQUIRES A SIGNED HMM/ELF LICENSE/BCF. (PLEASE READ THE SECTION “THE RIGHTS” FOR FURTHER INFORMATION). THE ADVERTISING FEE IS SUBJECT TO 20% COMMISSION AND VAT (IF APPLICABLE)

##### 4) FITTING FEE

FITTINGS WILL BE CHARGED. ANY TIME SPENT BY THE MODEL FOR FITTINGS IS CHARGED AT HALF THE APPROPRIATE HOURLY RATE.

##### 5) LAYOUT SHOOTING FEE

NORMALLY A LESSER NEGOTIATED FEE IN ORDER TO ENABLE A PHOTOGRAPHER OR AN ADVERTISING AGENCY, ETC TO WIN BUSINESS WITH A CLIENT. THE MODEL’S IMAGE IS ONLY ALLOWED TO BE USED FOR ONE INTERNAL PRESENTATION WITH THE CLIENT IT IS AIMED FOR. THIS WAY THE MODEL HELPS THE PHOTOGRAPHER OR AN ADVERTISING AGENCY ETC WITH A LESSER FEE TO WIN BUSINESS. FOR THE AVOIDANCE OF DOUBT, NO RIGHT OF USAGE IS INCLUDED IN SUCH LAYOUT SHOOTING FEE. SHOULD THE PHOTOGRAPHER OR ADVERTISING AGENCY ETC WIN THE BUSINESS WITH THE CLIENT THE PRESENTATION WAS AIMED FOR AND THE CLIENT WISHES TO USE THE MODEL’S IMAGE FROM THE PRESENTATION, THEN A LICENSE/BUYOUT NEEDS TO BE PURCHASED PRIOR TO USE OF THE MODEL’S IMAGE. SUCH BUYOUT/LICENSE FEES WILL BE CALCULATED WITH THE MODEL’S FULL DAY FEE FOR ADVERTISING. THE HMM/ELF BUYOUT/LICENSE CHART ATTACHED TO THESE T&C WILL APPLY.

##### 6) SPECIFIC MAINTENANCE REQUESTS AND THEIR FEES

MANICURES, TANNING OR ADDITIONAL HAIR MAINTENANCE REQUESTS WILL BE CHARGED AT HALF THE TALENT’S NORMAL HOURLY RATE, UNLESS SPECIFICALLY NEGOTIATED AS WELL AS THE ACTUAL COST FOR THE REQUESTED MAINTENANCE TO REIMBURSE THE MODEL.

##### 7) BOOKING BY THE HOUR

UNLESS OTHERWISE AGREED THE MINIMUM BOOKING IS FOR 2 HOURS.

##### 8) TRAVEL FEE

TRAVEL TIME IS CHARGED AT THE TALENT’S NORMAL HOURLY RATE. THIS APPLIES TO TRAVEL OUTSIDE A 10 KM RADIUS FROM THE CITY CENTER OF MUNICH. PLEASE ALSO SEE THE ARTICLE “TRAVEL EXPENSES”.

##### 9) ADDITIONAL FEES

ADDITIONAL FEES ARE ALSO PAYABLE FOR OTHER SERVICES TO BE SUPPLIED BY THE MODEL, FOR EXAMPLE, PERSONAL APPEARANCES FOR PR PURPOSES. FEES FOR SUCH SERVICES WILL BE NEGOTIATED ON A CASE BY CASE BASIS BETWEEN THE CLIENT AND HMM/ELF.

##### 10) EXCLUSIVITY FEES

UNLESS OTHERWISE AGREED IN THE HMM/ELF BCF THE MODEL IS SUPPLIED TO THE CLIENT BY HMM/ELF ON A NON-EXCLUSIVE BASIS AND THE MODEL WILL BE FREE TO PROVIDE SIMILAR AND/OR COMPETING SERVICES TO ANY THIRD PARTY AND/OR COMPETING PRODUCT/PRODUCTLINE OR BRAND OF THE CLIENT. AN ADDITIONAL FEE WILL NEED TO BE AGREED WHEN THE USE OF THE MODEL’S IMAGE/S OR THE SERVICE TO BE SUPPLIED BY A MODEL IN RELATION TO A PRODUCT IS REQUIRED ON AN EXCLUSIVE OR SEMI-EXCLUSIVE (FOR EXAMPLE SECTOR SPECIFIC OR TERRITORIAL EXCLUSIVITY) BASIS WHICH PRECLUDES SUPPLYING SERVICES OR ALLOWING THE USE OF THE MODEL’S IMAGE/S FOR COMPETING AND/OR PARTICULAR SECTOR OF PRODUCTS OR WITHIN A PARTICULAR TERRITORY. A MODEL WILL BE ABLE TO SUPPLY SERVICES TO, AND HMM/ELF IS ABLE TO ALLOW USE OF THE MODEL’S IMAGE/S BY ANY COMPETITOR UNLESS SUCH AN EXCLUSIVITY FEE IS NEGOTIATED AND PAID BY THE CLIENT. IT IS THE CLIENT’S

**RESPONSIBILITY TO CARRY OUT ANY RESEARCH AND CHECK WHETHER THE MODEL SUPPLIED HAS UNDERTAKEN OR IS BOOKED TO UNDERTAKE ANY CONFLICTING WORK.**

**ARTICLE 9 – ADDITIONAL EXPENSES**

- 1) ALL EXPENSES (i.e. FLIGHT TICKETS FOR THE MODEL) INCURRED BY **HMM/ELF** ON THE CLIENTS' BEHALF WILL BE CHARGED TO THE CLIENT AND WILL INCLUDE AN UPLIFT OF 12.5% OF THE TOTAL AMOUNT OF THE EXPENSES (GROSS).

**ARTICLE 10 - TRAVEL EXPENSES / RECOMPENSE FOR DAYS OF TRAVEL**

- 1) THE MODELS TRAVEL TO AND FROM THE LOCATION WILL BE RECOMPENSED IF IT FALLS, IN WHOLE OR IN PART, WITHIN THE USUAL WORKING HOURS FOR MODELS. THE RECOMPENSE FOR DAYS OF TRAVEL WILL AMOUNT TO: UP TO 2 WORKDAYS = 1 DAILY FEE; UP TO 4 WORKDAYS = ½ DAILY FEE; 5 OR MORE WORKDAYS = NO RECOMPENSE FOR DAYS OF TRAVEL, UNLESS THE TRAVELING TIME TAKES UP AN ENTIRE WORKING DAY.
- 2) FOR ALL TRIPS TAKEN TOGETHER WITH THE MODEL, THE CLIENT SHALL BEAR THE COSTS OF TRAVEL, OVERNIGHT STAYS AND ACCOMMODATION FROM THE MODEL'S HOME. THE REMUNERATION WILL BE MADE IN A LUMP SUM CONFORMING TO THE STANDARD FISCAL RATE PER WORKDAY OR UPON SUBMISSION OF THE RECEIPTS.

**ARTICLE 11 – MEALS**

- 1) CLIENTS ARE RESPONSIBLE FOR THE PROVISION OF ALL MEALS AND BEVERAGE REQUIREMENTS OF THE MODEL'S (TAKING INTO ACCOUNT DIETARY REQUIREMENTS) WHILST THE MODEL'S ARE PROVIDING SERVICES TO THE CLIENT ON ALL BOOKINGS.

**ARTICLE 12 – MODEL CARE & SAFETY & RESTRICTIONS**

THE CLIENTS SHALL ENSURE THAT THE MODEL IS TREATED WITH RESPECT AND PROFESSIONALISM AND THAT THE CLIENT TAKES ALL STEPS NECESSARY TO ENSURE THAT THE SAFETY, HEALTH AND WELL BEING OF THE MODEL IS PROTECTED AND MAINTAINED AT ALL TIMES WHILST PROVIDING SERVICES TO THE CLIENT. SUCH STEPS SHALL INCLUDE WITHOUT LIMITATION:

- 1) ENSURING THAT THE VENUE FOR THE PROVISION OF THE SERVICES AND THE WORKING CONDITIONS ARE SAFE AND SECURE AND ALLOW THE MODEL TO PROVIDE THE SERVICES IN COMPLIANCE WITH ALL HEALTH AND SAFETY STANDARDS, REGULATIONS, CODES AND LAWS;
- 2) ALLOWING THE MODEL TO TAKE SUITABLE AND REGULAR REST PERIODS, TO ENSURE THE MODEL IS ABLE TO MAINTAIN SUITABLE AMOUNTS OF REST AND REFRESHMENT WHILST DELIVERING THE SERVICES;
- 3) PROVIDING ADEQUATE LEVELS OF INSURANCE COVER TO SAFEGUARD THE HEALTH AND SAFETY AND FUTURE EARNINGS OF THE MODEL WHILST THE MODEL IS DELIVERING THE SERVICES AND TRAVELLING TO AND FROM THE CLIENT'S VENUE AS IF HE/SHE "WERE AN EMPLOYEE OF THE CLIENT".
- 4) IF **HMM/ELF** WAS NOT EXPRESSLY INFORMED OF THE HAZARD AT THE TIME OF BOOKING, THE MODEL WILL BE ENTITLED TO REFUSE PERFORMANCE AND WILL RECEIVE A CANCELLATION FEE IN THE AMOUNT OF 80 % OF THE ENTIRE FEE WHICH WAS AGREED IN THE **HMM/ELF** BCF PLUS 20% COMMISSION;
- 5) WHEN A LOCATION BOOKING IS MADE, THE CLIENT WILL MAKE A HEALTH AND SAFETY ASSESSMENT OF THE LOCATION AND SHALL NOTIFY **HMM/ELF** OF ANY POTENTIAL RISKS AND HOW THESE HAVE BEEN MITIGATED. THE CLIENT ACKNOWLEDGES THAT AT ALL TIMES THE MODEL'S HEALTH AND SAFETY IS OF PARAMOUNT IMPORTANCE AND WILL ENSURE THAT THE HIGHEST STANDARDS OF HEALTH AND SAFETY ARE COMPLIED WITH WHILST ON ANY LOCATION BOOKINGS;
- 6) ENSURING THAT ALL OF THE PEOPLE AND ORGANISATIONS WHICH ARE ENGAGED BY THE CLIENT IN RELATION TO THE DELIVERY OF THE SERVICES ARE SUITABLY QUALIFIED, EXPERIENCED AND PROFESSIONAL;
- 7) ENSURING THAT NO ONE IMPOSES UPON THE MODEL ANY ACTION OR ACTIVITY WHICH IS EITHER DANGEROUS, DEGRADING, UNPROFESSIONAL OR DEMEANING TO THE MODEL;
- 8) PROVIDING THE MODEL WITH AN APPROPRIATE CHANGING AND DRESSING AREA TO ENSURE THAT THE MODEL CAN PREPARE FOR THE PROVISION OF THE SERVICES AND ALSO MAINTAINS HIS/HER PRIVACY.
- 9) ALWAYS INCLUDE A CREDIT AS "MODEL'S NAME" @ [www.harrys-models.com](http://www.harrys-models.com) WHEREVER A CREDIT IS APPLIED.
- 10) THE CLIENT/ENDUSER OF THE MODEL'S IMAGE IS OBLIGED TO SEND 2-3 COPIES OF THE PRODUCED AND/OR PUBLISHED PICTURE MATERIAL FROM THE BOOKING WITH THE MODEL TO **HMM/ELF** IN A REASONABLE AMOUNT OF TIME BUT LATEST AFTER SIX MONTHS OF THE BOOKING DATE.
- 11) THE MODEL'S HAIR WILL NOT BE CUT OR COLORED WITHOUT THE EXPRESS PRIOR WRITTEN APPROVAL OF **HMM/ELF**.
- 12) THE MODEL'S IMAGE IS NOT ALLOWED TO SHOW THE MODEL NUDE, SMOKING, DRINKING ALCOHOLIC BEVERAGES OR WEARING FURS, WITHOUT THE EXPRESS PRIOR WRITTEN APPROVAL OF **HMM/ELF**.
- 13) USE OF THE MODEL'S IMAGE IN WHICH SHE APPEARS OR IS DEPICTED NUDE, PARTIALLY NUDE OR IN SEE-THROUGH ATTIRE, IN A BATHING SUIT OR IN LINGERIE, REQUIRES THE EXPRESS PRIOR WRITTEN APPROVAL OF **HMM/ELF**.
- 14) USE OF THE MODELS IMAGE WILL NOT BE PORNOGRAPHIC OR DEROGATORY OR SUBJECT MODEL TO RIDICULE OR EMBARRASSMENT.
- 15) THE MODEL'S IMAGE WILL NOT BE ALTERED OR DISTORTED WITHOUT THE EXPRESS PRIOR WRITTEN APPROVAL OF **HMM/ELF**.

#### ARTICLE 13 - TERMS AND CONDITIONS OF PAYMENT

- 1) THE MODEL'S FEE, INCLUDING CANCELLATION FEE, RECOMPENSE FOR DAYS OF TRAVEL AND TRAVEL EXPENSES, WILL BE DUE UPON RECEIPT OF THE **HMM/ELF** INVOICE WITH NO DISCOUNTS. TRAVEL EXPENSES MUST BE PAID IN THE LOCAL CURRENCY OR IN EUROS (€) AT THE BUYING RATE, OTHER PAYMENTS MUST BE MADE IN EUROS (€).
- 2) THE INVOICE TOTAL IS DUE WITHIN 15 DAYS AFTER THE BILLING DATE ON THE INVOICE. LATER PAYMENTS ARE CONSIDERED LATE AND INTEREST IS DUE.
- 3) DISAGREEMENTS WITH ANY DETAILS ON THE INVOICE MUST BE MADE WITHIN 7 DAYS AFTER THE BILLING DATE ON THE INVOICE. ANY INVOICE NOT DISPUTED OR CONTESTED WITHIN 7 DAYS WILL BE DEEMED APPROVED.
- 4) IN ALL CASES, THE PERSON BOOKING THE MODEL IS THE CLIENT, WHO WILL BE INVOICED AND SOLELY RESPONSIBLE FOR PAYMENT, UNLESS OTHERWISE AGREED IN WRITING AT THE TIME OF BOOKING.
- 5) **HMM/ELF** RESERVES THE RIGHT IN ITS DISCRETION TO INVOICE THE 'ULTIMATE CLIENT', (i.e. DESIGNER/ MANUFACTURER/OWNER OF THE PRODUCT IN QUESTION/END-USER OF THE MODEL'S IMAGE/S etc.). FOR EXAMPLE, THIS MAY BE DONE IF THE CLIENT IS BOOKING ON BEHALF OF THE ULTIMATE CLIENT/END-USER OF THE MODEL'S IMAGE/S, IN WHICH CASE THE CLIENT AND THE ULTIMATE CLIENT/END-USER OF THE MODEL'S IMAGE/S ARE JOINTLY AND SEVERALLY LIABLE TO PAY ALL OF THE FEES AND SETTLE THE INVOICE ACCORDINGLY. ALL FEES FOR USAGE ARE FOR THE RIGHT TO USE THE MODEL'S IMAGE/S AND, ONCE AGREED, ARE PAYABLE WHETHER OR NOT THE RIGHT IS EXERCISED, UNLESS A DULY AUTHORIZED REPRESENTATIVE OF **HMM/ELF** SPECIFICALLY AGREES OTHERWISE IN WRITING. NO USAGE OF THE MODEL'S IMAGE/S IS PERMITTED UNTIL PAYMENT IS MADE IN FULL.
- 6) **HMM/ELF** RESERVES THE RIGHT TO ALTER PAYMENT TERMS IF IT DEEMS APPROPRIATE, PRIOR TO BOOKING.
- 7) IF THE CLIENT FAILS TO PAY IN FULL ON THE DUE DATE ANY AMOUNT WHICH IS PAYABLE TO **HMM/ELF**, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY OF **HMM/ELF**, THE AMOUNT OUTSTANDING SHALL BEAR INTEREST BOTH BEFORE AND AFTER ANY JUDGMENT AT THE MAXIMUM INTEREST RATE APPROVED BY A COURT BUT A MINIMUM OF THREE PER CENT PER MONTH FROM THE DUE DATE UNTIL UP TO AND INCLUDING THE DATE THAT FULL INVOICE TOTAL HAS BEEN CREDITED IN TO THE BANK ACCOUNT OF **HMM/ELF** (VALUE DATE).
- 8) IN THE EVENT THAT THE CLIENT IS PROVIDING THE SERVICES ON BEHALF OF OR TO A THIRD PARTY END-USER OF THE MODEL'S IMAGE/S, IN ENTERING INTO THESE (T&C) THE CLIENT IS ACTING IN ITS CAPACITY AS THE AGENT OF THE THIRD PARTY END-USER OF THE MODEL'S IMAGE/S AND THE CLIENT SHALL ENSURE THAT THE THIRD PARTY END-USER OF THE MODEL'S IMAGE/S:
  - a) ENTERS INTO AN AGREEMENT WITH THE CLIENT ON THE SAME TERMS AS THESE T&C;
  - b) ACKNOWLEDGES ITS OBLIGATIONS TO **HMM/ELF** INCLUDING BUT NOT LIMITED TO THE OBLIGATION TO PAY **HMM/ELF** WITHIN 15 DAYS OF THE DATE OF THE BILLING DATE ON THE INVOICE RECEIVED FROM **HMM/ELF**; AND
  - c) ACKNOWLEDGES THAT THE THIRD PARTY END-USER OF THE MODEL'S IMAGE/S MAY NOT USE THE IMAGE/S UNTIL PAYMENT IS RECEIVED IN FULL BY **HMM/ELF** AND THAT AT ALL TIMES THE THIRD PARTY END-USER OF THE MODEL'S IMAGE/S IS SUBJECT TO ANY RESTRICTIONS AS TO USE OF THE IMAGE/S INCLUDING BUT NOT LIMITED TO TERRITORIAL RESTRICTIONS, RESTRICTION AS TO THE TIME PERIOD OF USE AND RESTRICTIONS AS TO MEDIA IN WHICH THE IMAGE/S OF THE MODEL MAY BE USED.
- 9) ANY FEES RECEIVED BY THE CLIENT FROM THE THIRD PARTY END-USER OF THE MODEL'S IMAGE/S RELATING TO ANY OF THE RIGHTS OR BENEFITS CONFERRED ON THE CLIENT BY THESE T&C SHALL BE DEPOSITED IN A DESIGNATED **HMM/ELF** ACCOUNT BY THE CLIENT (THE **THIRD PARTY END-USER FEES**). THE THIRD PARTY END-USER FEES SHALL BE HELD ON TRUST FOR **HMM/ELF** AS BENEFICIARY UNTIL SUCH TIME AS ALL OUTSTANDING FEES OWED BY THE CLIENT ARE PAID IN ACCORDANCE WITH THE TERMS OF THESE T&C.

#### ARTICLE 14 – CANCELLATION OF A CONFIRMED BOOKING PRIOR TO COMMENCEMENT

##### A. CANCELLATION OF BOOKING BY THE CLIENT

- 1) WITHIN 24 HOURS OF THE BOOKING CALL TIME THE FULL BOOKING FEE WILL BE CHARGED AND PAYABLE BY THE CLIENT UNLESS THE SAME MODEL IS BOOKED WITHIN 24 HOURS OF THE CANCELLATION IN WHICH CASE HALF THE BOOKING FEE WILL BE CHARGED AND PAYABLE BY THE CLIENT.
- 2) OUTSIDE 24 HOURS OF THE BOOKING CALL TIME BUT WITHIN 48 HOURS OF THE BOOKING CALL TIME OF THE BOOKING DATE THAN HALF THE BOOKING FEE WILL BE CHARGED AND PAYABLE BY THE CLIENT.
- 3) THE FULL BOOKING FEE WILL BE CHARGED AND PAYABLE BY THE CLIENT FOR BOOKINGS OF MORE THAN THREE DAYS DURATION: WITHIN A PERIOD EQUAL TO OR LESS THAN THE LENGTH OF THE BOOKING, THEN SATURDAYS, SUNDAYS, BANK- AND PUBLIC HOLIDAYS ARE EXCLUDED FOR THE PURPOSE OF DETERMINING THE CANCELLATION NOTICE PERIOD.
- 4) IF THE TOTAL HOURS FOR A BOOKING ARE REDUCED BY THE CLIENT WITH LESS THAN TWO WORKING DAYS NOTICE, CANCELLATION FEES WILL APPLY.

##### B. CANCELLATION OF BOOKING BY THE AGENCY

- 1) SHOULD **HMM/ELF** NEED TO CANCEL A BOOKING THEN IT WILL USE ALL REASONABLE ENDEAVOURS TO PROVIDE THE CLIENT WITH REASONABLE NOTICE, TAKE STEPS TO OFFER TO THE CLIENT A SUITABLE REPLACEMENT AND/OR SUBSTITUTE AND TAKE SUCH OTHER REASONABLE STEPS AS ARE REASONABLY PRACTICABLE TO MITIGATE AGAINST SUCH CANCELLATION - EVEN CALLING IN ANOTHER MODEL AGENCY IF NECESSARY, TO FIND AN ADEQUATE SUBSTITUTE FOR THE CLIENT.
- 2) IN ANY EVENT **HMM/ELF** SHALL BE ENTITLED TO CANCEL A BOOKING AT ANY TIME AND FOR ANY REASON PRIOR TO THE BOOKING DATE WITHOUT LIABILITY TO THE CLIENT AND THE CLIENT WILL PROCURE THE NECESSARY INSURANCE COVER WITH A

REPUTABLE INSURANCE PROVIDER TO PROTECT AGAINST SUCH CANCELLATION AND ANY ASSOCIATED LIABILITY AND **HMM/ELF** SHALL NOT BE LIABLE TO THE CLIENT FOR ANY COSTS INCURRED AS A RESULT OF SUCH CANCELLATION.

**ARTICLE 15 – CANCELLATION – WEATHER RELATED CANCELLATIONS**

- 1) ON THE FIRST OCCASION OF CANCELLATION HALF THE BOOKING FEE IS CHARGED AND PAYABLE BY THE CLIENT UNLESS THE CLIENT FAILS TO CANCEL IN TIME TO PREVENT THE MODEL'S ATTENDANCE IN WHICH CASE THE FULL BOOKING FEE IS CHARGED AND PAYABLE BY THE CLIENT. ON THE OCCASION OF THE SECOND CANCELLATION AND ANY SUBSEQUENT CANCELLATIONS THE FULL BOOKING FEE IS CHARGED AND PAYABLE BY THE CLIENT. ALL CANCELLATION FEES ARE SUBJECT TO 20% COMMISSION.

**ARTICLE 16 – COMPLAINT ON A JOB & DISCLAIMER**

- 1) IN THE EVENT OF A COMPLAINT ABOUT A MODEL ON A JOB, THE CLIENT MUST INFORM **HMM/ELF** IN WRITING (i.e. EMAIL/FAX etc.) IMMEDIATELY BUT LATEST WITHIN ONE HOUR AFTER THE START OF THE JOB AND STATE THE REASONS FOR THE COMPLAINT. POLAROIDS/NORMAL PHOTOS/VIDEO etc. (i.e. WITH A MOBILE TELEPHONE etc.) MUST BE TAKEN TO PROVIDE EVIDENCE FOR THE COMPLAINT AND SEND TO **HMM/ELF** TO PROVE AS EVIDENCE OF THE COMPLAINT, ALSO WITHIN ONE HOUR AFTER THE JOBSTART. THE MODEL MUST THEN BE EXPRESSLY RELEASED FROM THE OBLIGATION TO WORK. IF PHOTOGRAPHS ARE NEVERTHELESS TAKEN USING THE MODEL'S SERVICES, THE CLIENT WILL BE CONSIDERED TO HAVE WAIVED ALL RIGHTS TO COMPLAINT AND THE CONTRACT (**HMM/ELF** BOOKING CONFIRMATION FORM - BCF) FULLY FULLFILLED. THE CLIENT IS THEREFORE FULLY RESPONSIBLE FOR ALL COSTS INCLUDING THE MODEL'S TRAVEL EXPENSES INCURRED AS WELL AS ALL THE MODEL'S FEES PLUS 20% COMMISSION FOR THE TOTAL DAYS BOOKED IN THE SIGNED **HMM/ELF** BOOKING CONFIRMATION (BCF). THE RIGHT TO USE THE MODEL'S IMAGE/S IS NOT ALLOWED UNTIL THE FULL AMOUNT OF THE TOTAL INVOICE HAS BEEN CREDITED TO THE BANK ACCOUNT OF **HMM/ELF**.
- 2) IN THE EVENT OF A COMPLAINT THE MODEL SHALL NOT BE CONSIDERED RESPONSIBLE FOR ANY COSTS (i.e. HAIR STYLING, STYLING & MAKE-UP, TRAVEL EXPENSES, PRODUCTION COSTS etc.) NOR CAN **HMM/ELF** BE HELD RESPONSIBLE. **HMM/ELF** ALSO REFER HERE TO THE ARTICLE "LIABILITY & INSURANCE" IN THESE TERMS & CONDITIONS.
- 3) 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.
- 4) WHILST MAKING EVERY ENDEAVOR TO PROVIDE A SATISFACTORY AND EFFICIENT SERVICE **HMM/ELF** CANNOT BE HELD RESPONSIBLE FOR A MODEL'S CONDUCT OR BEHAVIOUR WHILST DELIVERING THE SERVICES AND IN THIS REGARD **HMM/ELF** SHALL NOT BE HELD LIABLE FOR ANY COSTS, EXPENSES OR LOSSES SUFFERED AS A CONSEQUENCE OF THE BEHAVIOUR OR CONDUCT OF ANY MODEL.

**ARTICLE 17 – LIABILITY & INSURANCE**

- 1) NO PARTY EXCLUDES OR LIMITS ITS LIABILITY UNDER THESE TERMS & CONDITIONS FOR:
  - a) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE;
  - b) FRAUDULENT MISREPRESENTATION; OR
  - c) ANY OTHER TYPE OF LIABILITY WHICH CANNOT BY LAW BE EXCLUDED OR LIMITED.
- 2) SUBJECT TO THE SECTION ABOVE 1 A), B), C) , **HMM/ELF** LIMITS ITS LIABILITY UNDER THESE T&C, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SO THAT THE MAXIMUM LIABILITY OF **HMM/ELF** FOR ALL CLAIMS UNDER THESE T&C SHALL BE LIMITED TO AND SHALL NOT IN AGGREGATE EXCEED THE TOTAL AMOUNT OF THE FEES PAID OR PAYABLE TO **HMM/ELF**;
- 3) **HMM/ELF** SHALL NOT BE LIABLE FOR:
  - a) LOSS OF BUSINESS, USE, PROFIT, ANTICIPATED PROFIT, CONTRACTS, REVENUES, GOODWILL OR ANTICIPATED SAVINGS;
  - b) PRODUCT RECALL COSTS;
  - c) FAILURE BY THE MODEL TO ATTEND A BOOKING FOR WHATEVER REASON;
  - d) DAMAGE TO THE CLIENT'S REPUTATION;
  - e) CONSEQUENTIAL, SPECIAL OR INDIRECT LOSS OR DAMAGE;EVEN IF **HMM/ELF** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 4) THE CLIENT SHALL EFFECT AND MAINTAIN (AND SHALL REQUIRE ITS ULTIMATE CLIENT, IF ANY, TO MAINTAIN) THROUGHOUT THE CONTINUANCE OF THESE T&C INSURANCE POLICIES WHICH PROVIDE APPROPRIATE COVERAGE ADEQUATE ENOUGH TO COVER ALL LIABILITIES AND RISKS OF THE CLIENT THAT MAY ARISE UNDER THESE T&C. SUCH INSURANCE POLICIES SHALL INCLUDE WITHOUT LIMITATION:
  - a) CANCELLATION INSURANCE TO PROTECT AGAINST THE POTENTIAL LIABILITIES WHICH **HMM/ELF** AND THE CLIENT MAY INCUR AS A CONSEQUENCE OF THE PROVISIONS OF SECTIONS/ARTICLES "CANCELLATION OF A CONFIRMED BOOKING PRIOR TO COMMENCEMENT", "WEATHER RELATED CANCELLATIONS", "COMPLAINT ON A JOB & DISCLAIMER" AND "FORCE MAJEURE" IN THESE T&C;
  - b) INSURANCE TO PROTECT THE MODEL AND **HMM/ELF** SHOULD ANY DAMAGE, INJURY OR LOSS BE CAUSED WHILST THE MODEL IS PROVIDING SERVICES TO THE CLIENT; AND
  - c) TRAVEL INSURANCE TO COVER THE ACTIVITIES OF THE MODEL/S WHILST TRAVELLING TO AND FROM THE LOCATION OF THE SERVICES.

#### **ARTICLE 18 – WARRANTIES**

THE CLIENT WARRANTS AND REPRESENTS TO **HMM/ELF** THAT:

- 1) IT HAS FULL CAPACITY TO ENTER INTO THESE T&C AND PERFORM ITS OBLIGATIONS UNDER THESE T&C;
- 2) THE **HMM/ELF** BOOKING CONFIRMATION FORM (BCF) IS EXECUTED BY A DULY AUTHORISED REPRESENTATIVE OF THE CLIENT;
- 3) IT WILL TAKE ALL STEPS NECESSARY TO ENSURE THAT THE MODEL IS PROTECTED AND TREATED IN ACCORDANCE WITH ALL APPLICABLE LAWS, GOOD INDUSTRY PRACTICE AND IN ACCORDANCE WITH PARAGRAPH “MODEL CARE & SAFETY” ABOVE;
- 4) IT HAS ALL NECESSARY PERMITS, LICENSES AND CONSENTS TO ENTER INTO AND TO PERFORM ITS OBLIGATIONS UNDER THESE T&C AND SUCH OBLIGATIONS SHALL BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE LAWS, ENACTMENTS, ORDERS, REGULATIONS, AND OTHER SIMILAR INSTRUMENTS (INCLUDING BUT NOT LIMITED TO ANY EMPLOYMENT LAW OR HEALTH AND SAFETY REQUIREMENTS IN EFFECT FROM TIME TO TIME); AND
- 5) IT WILL PROMPTLY DISCLOSE TO **HMM/ELF** IN WRITING ALL NECESSARY INFORMATION (INCLUDING WITHOUT LIMITATION THE LOCATION AND LENGTH OF THE SHOOT AND REQUIREMENTS FOR ANY FOREIGN TRAVEL) AND DETAILS RELATING TO THE PROVISION OF THE SERVICES TO ENABLE **HMM/ELF** TO ENSURE THAT THE MODEL IS SUITABLY PREPARED AND ABLE TO PERFORM THE SERVICES.

#### **ARTICLE 19 – INDEMNITY**

THE CLIENT/END-USER OF THE MODEL’S IMAGE SHALL INDEMNIFY **HMM/ELF** AND KEEP **HMM/ELF** INDEMNIFIED AGAINST ALL COSTS, EXPENSES, DAMAGES AND LOSSES SUFFERED OR INCURRED BY **HMM/ELF** (INCLUDING BUT NOT LIMITED TO ALL LEGAL COSTS AND EXPENSES ON A FULL INDEMNITY BASIS) ARISING OUT OF OR IN CONNECTION WITH:

- 1) ANY BREACH BY THE CLIENT/END-USER OF THE MODEL’S IMAGE OF THESE T&C, INCLUDING BUT NOT LIMITED TO, ANY BREACH BY THE CLIENT OF SECTION “EXCLUSIVITY FEES” OF THESE T&C;
- 2) ANY CLAIM BROUGHT BY A THIRD PARTY AGAINST **HMM/ELF** IN CIRCUMSTANCES WHERE, AS A RESULT OF THE CLIENT’S/END-USER OF THE MODEL’S IMAGE/S ACTS OR OMISSIONS, THE DISTRIBUTION OF IMAGE/S, IN WHATEVER FORM, OUTSIDE OF THE AGREED TERRITORY AND/OR TIMEPERIOD AND/OR USE IN CERTAIN MEDIA, AND IN BREACH OF THESE T&C HAS CAUSED **HMM/ELF** TO BE IN BREACH OF THE TERMS OF AN EXCLUSIVE AGREEMENT WITH SUCH THIRD PARTY;
- 3) ANY BREACH BY THE CLIENT OF ANY APPLICABLE LAWS AND REGULATIONS INCLUDING BUT NOT LIMITED TO ANY BREACH OF APPLICABLE HEALTH AND SAFETY OR EMPLOYMENT LAWS AND REGULATIONS AS AMENDED FROM TIME TO TIME.

#### **ARTICLE 20 – FASHION SHOWS**

- 1) CATWALK BOOKINGS PROVIDE THE CLIENT WITH THE RIGHT TO MAKE USE OF A MODEL’S SERVICES ON THE CATWALK FOR THE SPECIFIED SHOW AND THE RIGHT TO ALLOW PHOTOGRAPHERS TO BE PRESENT TO TAKE PHOTOGRAPHS AND VIDEOS OF THE SHOW ON THE BASIS THAT ALL SUCH MATERIAL (OR REPRODUCTIONS ETC. AS SET OUT IN SECTION “ADDITIONAL FEES” ABOVE IN THESE T&C) **IS EXPLOITED FOR REPORTING PURPOSES ONLY**. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT ALL PHOTOGRAPHERS PRESENT ARE AWARE OF THIS CONDITION AND THE CLIENT WILL PROCURE THAT THEY ABIDE BY THESE CONDITIONS. IF ANY OTHER USAGE IS REQUIRED IT MUST BE NEGOTIATED, AGREED ON AND RECONFIRMED IN WRITING, BY THE CLIENT SIGNING A **HMM/ELF** BOOKING CONFIRMATION (BCF) PRIOR TO A SHOW BOOKING. PLEASE ALSO READ THE ARTICLE “THE RIGHTS” BELOW THAT WILL APPLY FOR THE HERESAID SITUATION.

#### **ARTICLE 21 - MUSIC VIDEOS & PROMOTIONAL FILMS**

- 1) ALL FEES WILL BE NEGOTIATED, STRUCTURED AND PAID BY THE CLIENT/ENDUSER OF THE MODEL’S IMAGE FOR ON A CASE BY CASE BASIS. IN NORMAL CIRCUMSTANCES THERE WILL BE A FEE FOR THE SHOOT PLUS AN ADDITIONAL BUYOUT/LICENSE FEE PAYABLE BY THE CLIENT/ENDUSER OF THE MODEL’S IMAGE. IF NOT BOOKING DIRECT, THE CLIENT (USUALLY THE MUSIC COMPANY) WILL BE INVOICED BY **HMM/ELF** AS THE ULTIMATE CLIENT/ ENDUSER OF THE MODEL’S IMAGE (SEE SECTION “TERMS & CONDITIONS OF PAYMENT” IN THESE T&C).

#### **ARTICLE 22 – PHOTO TEST & EXPERIMENTAL PHOTOGRAPHY**

- 1) WHEN **HMM/ELF** AGREES TO ALLOW A PHOTOGRAPHER TO TAKE TEST OR EXPERIMENTAL PHOTOGRAPHY, THE PHOTOGRAPHER IS NOT ENTITLED TO USE, OR ALLOW OTHERS TO USE SAID TEST AND/OR EXPERIMENTAL PHOTOGRAPHS OR TEST COMMERCIALS FOR COMMERCIAL PURPOSES UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE IN WRITING AND RECONFIRMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE AT **HMM/ELF** BEFORE THE PHOTOGRAPHIC SESSION. PLEASE ALSO LOOK AT THE SECTION “THE RIGHTS” BELOW.
- 2) PHOTO APPROVAL FOR PORTFOLIO USE BY THE PHOTOGRAPHER MUST BE OBTAINED FROM **HMM/ELF** IN PRIOR WRITING.

#### **ARTICLE 23 – THE RIGHTS (LICENSES, BUYOUTS, RETRO-ACTIVE LICENSES, UNALLOWED USAGE OF THE MODEL’S IMAGE/S etc.)**

- 1) **WHAT IS A LICENCE/BUYOUT?** A **HMM/ELF** LICENSE GIVES THE CLIENT THE RIGHT TO USE **ONE** IMAGE OF THE MODEL FOR A CERTAIN PRODUCT AND/OR PRODUCT LINE IN A CERTAIN TERRITORY AND/OR MEDIA FOR A CERTAIN PERIOD OF TIME. A **HMM/ELF** LICENSE/BCF CAN ALSO HAVE OTHER RESTRICTIONS. LICENSES NEED TO BE PURCHASED AND PAID FOR PRIOR TO USE OF A MODEL’S IMAGE/S. A LICENSE/BCF IS AN OFFICIAL DOCUMENT ISSUED BY **HMM/ELF** AND SIGNED BY THE CLIENT/END-USER OF THE MODEL’S IMAGE/S.
- 2) ALL PHOTOGRAPHY IS TO BE USED FOR THE PURPOSE FOR WHICH IT WAS ORIGINALLY SHOT AS ITEMISED IN THE **HMM/ELF** BOOKING CONFIRMATION FORM (BCF) SIGNED BY THE CLIENT AT THE TIME OF BOOKING.

- 3) IT IS THE CLIENT'S RESPONSIBILITY TO NOTIFY **HMM/ELF** OF ANY INTENDED USAGE BEFORE THE COMMENCEMENT OF THE SHOOT.
- 4) USAGE RIGHTS ARE NOT GRANTED TO THE CLIENT/ENDUSER OF THE MODEL'S IMAGE/S UNTIL PAYMENT IN FULL HAS BEEN RECEIVED.
- 5) **HMM/ELF** RESERVES THE RIGHT TO REFUSE THE RELEASE OF THE MODEL'S IMAGE/S FOR ANY USE, FOR ANY REASON, INCLUDING EXTENSIONS OF EXISTING PRINT-, ONLINE- AND TELEVISION CAMPAIGNS.
- 6) UNLESS AGREED OTHERWISE IN WRITING AND INCLUDED ON THE **HMM/ELF** BOOKING CONFIRMATION FORM (BCF)/LICENSE, BOOKING FEES PROVIDE AN ENTITLEMENT AND RIGHT FOR THE CLIENT/END-USER OF THE MODEL'S IMAGE TO USE **ONE** IMAGE ONLY VIA A **SINGLE PUBLISHED MEDIUM** ( i.e. CATALOG, BROCHURES, INTERNET USE ON THE CLIENT'S HOMEPAGE, PACKS etc.) FOR **ONE YEAR** OR FOR A SINGLE SEASON IN THE CASE OF A FASHION BOOKING **FROM THE DATE OF THE BOOKING**, IN **GERMANY** ONLY, FOR THE INITIAL PERMITTED USE. PLEASE NOTE THAT SUCH PERMITTED USE AND ENTITLEMENT IS STRICTLY SUBJECT TO PAYMENT IN FULL OF ALL INVOICE TOTALS OWED TO **HMM/ELF** PRIOR TO THE MODEL'S IMAGE/S' FIRST USE.
- 7) **ADDITIONAL LICENSE FEES ARE PAYABLE** FOR THE RIGHT TO USE THE MODEL'S IMAGE/S OR REPRODUCTIONS, OR ADAPTATIONS OF, OR DRAWINGS DERIVED FROM THAT IMAGE/S, OR ANY OTHER REPRESENTATION OF IT, EITHER COMPLETE OR IN PART WHETHER ALONE OR IN CONJUNCTION WITH ANY WORDING OR OTHER IMAGE/S, PHOTOGRAPHS, DRAWINGS OR ANTICIPATED PURPOSES WHICH ARE IN ADDITION TO AND OUTSIDE THE SCOPE OF THE INITIAL PERMITTED USE, DETAILS OF WHICH ARE SET OUT IN THE **HMM/ELF** BOOKING CONFIRMATION (BCF) / LICENSE, i.e. **PACKS, POSTERS, SHOW CARDS, RECORD COVERS, SWING TICKETS ETC.** - FOR THE AVOIDANCE OF DOUBT, ADDITIONAL LICENSE FEES ARE PAYABLE FOR THE RIGHT TO USE THE MODEL'S IMAGE/S OR REPRODUCTIONS, OR ADAPTATIONS OF, OR DRAWINGS DERIVED FROM THAT IMAGE/S, OR ANY OTHER REPRESENTATION OF IT, EITHER COMPLETE OR IN PART WHETHER ALONE OR IN CONJUNCTION WITH ANY WORDING OR OTHER IMAGES, PHOTOGRAPHS, DRAWINGS ONLINE OR IN ANY DIGITAL MEDIA INCLUDING BUT NOT LIMITED TO **TWITTER, FACEBOOK, MYSPACE, YOUTUBE, FLICKR, BLOGS OR OTHER SOCIAL NETWORKING WEBSITES** OR MEDIA.
- 8) THE **HMM/ELF** LICENSE QUOTATIONS (LQ) AND/OR **HMM/ELF** LICENSE AGREEMENTS (**HMM/ELF** BOOKING CONFIRMATIONS/ BCFs) ARE BASED ON THE INFORMATION PROVIDED BY THE CONTRACTUAL PARTNER / PERSON MENTIONED IN THE **HMM/ELF** BCF FOR THE MENTIONED MODEL, PRODUCT AND/OR PRODUCT LINE. WE THEREFORE WARRANT THIS INFORMATION PROVIDED BY THE CONTRACTUAL PARTNER / PERSON IN THE **HMM/ELF** BOOKING CONFIRMATION FORM **TO BE ACCURATE, TRUE AND FULLY COMPLETE**. **HMM/ELF** CANNOT CONTROL ANY DISTRIBUTION OF PRODUCT AND/OR ADVERTISING IN ANY GEOGRAPHIC LOCATION, TIME PERIOD OF USE AND MEDIA USED WITH THE MODEL'S IMAGE/S ON.
- 9) THE USE OF A MODEL'S IMAGE WITHOUT LICENSE IS NOT ALLOWED. THE USE OF A MODEL'S IMAGE WITHOUT LICENSE IS A "**MISAPPROPRIATION OF THE MODEL'S & HMM/ELF'S ECONOMIC RENT**". THE USE OF A MODEL'S IMAGE WITHOUT LICENSE IS THEREFORE ILLEGAL.
- 10) ANY IMAGE/S OF THE MODEL USED WITHOUT WRITTEN AUTHORISATION OR PRIOR TO WRITTEN APPROVAL FROM **HMM/ELF** WILL BE DEEMED UNAUTHORISED USAGE AND WILL BE SUBJECT TO LEGAL PROCEEDINGS.
- 11) THE **UNAUTHORIZED USE** OF A MODEL'S IMAGE CAN CAUSE SERIOUS FINANCIAL-, IMAGE- AND REPUTATIONAL **DAMAGE TO THE MODEL & HMM/ELF** GENERALLY - ESPECIALLY WHEN EXCLUSIVE CONTRACTS ARE IN PLACE. THE UNAUTHORIZED USE OF A MODEL'S IMAGE CAN ALSO BLOCK A MODEL FROM WORKING FOR COMPETING PRODUCTS AND CLIENTS. WE THEREFORE ADVISE THAT YOU HAVE AN "IMAGE MONITORING SYSTEM" IN PLACE. NOT CONTROLLING THE USE OF IMAGE/S IS CONSIDERED NEGLIGENT.
- 12) **UNUSED LICENSES/BUYOUTS**. LICENSE FEES/BUYOUT FEES WILL NOT BE RE-IMBURSED TO THE CLIENT/CONTRACTUAL PARTNER / END-USER OF THE MODEL'S IMAGE/S IN THE EVENT OF A LICENSE NOT BEING USED FOR THE TIMEPERIOD PURCHASED, USE OF MEDIA PURCHASED AND/OR USE IN A CERTAIN GEOGRAPHIC LOCATION PURCHASED. A LICENSE PERIOD CAN NOT BE EXTENDED BECAUSE AN IMAGE/S HAVE NOT BEEN USED. THERE IS NO RIGHT OF SET-OFF FOR UNUSED LICENSES WITH USED LICENCES.
- 13) THE **TIME PERIOD FOR USE OF A MODEL'S IMAGE/S BEGINS** WITH THE SHOOTING DATE WHEN THE MODEL'S IMAGES WERE CREATED.
- 14) **REMOVAL OF THE MODEL'S IMAGE/S ON THE EXPIRY DATE OF A LICENSE/BCF** – IT IS THE OBLIGATION OF THE CLIENT/END-USER OF THE MODEL'S IMAGE/S TO HAVE THE MODEL'S IMAGE/S REMOVED FROM ALL MEDIA AND ALL GEOGRAPHIC LOCATION/S, FOR WHICH A LICENSE WAS PURCHASED, SO THAT THE MODEL'S IMAGE/S IS/ARE NOT VISIBLE TO CONSUMER'S, THE TRADE AND OTHERS, BY MIDNIGHT AT THE LATEST ON THE EXPIRY DATE OF THE LICENSE. THIS ALSO APPLIES TO THIRD PARTIES WHO SELL THE CLIENTS/END-USER OF THE MODEL'S IMAGE/S' PRODUCT. IF THE MODEL'S IMAGE/S WILL REMAIN IN THE MEDIA AND GEOGRAPHIC LOCATION/S, FOR WHICH A LICENSE WAS PURCHASED, BEYOND THIS POINT, A NEW LICENSE WILL BE DUE. TO DETERMINE A NEW LICENSE, SEE "THE RIGHTS" IN THESE T&C. THE CLIENT/END-USER OF THE MODEL'S IMAGE/S IS ADVISED THAT **HMM/ELF** IS NOT OBLIGED TO GRANT A NEW LICENSE.
- 15) IT IS ALSO THE OBLIGATION OF THE CLIENTS/END-USER OF THE MODEL'S IMAGE/S, TO HAVE THE MODEL'S IMAGE/S, WITH THE **CLIENT'S/ENDUSER'S ADVERTISING ON**, OR THE MODEL'S IMAGE/S IN CONNECTION WITH THE CLIENT/END-USER, REMOVED FROM WEBSITES, THIRD PARTY WEBSITES AND SOCIAL MEDIA NETWORKS i.e. YOUTUBE, BLOGS etc BY MIDNIGHT AT THE LATEST ON THE EXPIRY DATE OF THE LICENSE. FAILURE TO COMPLY WILL RESULT IN A NEW LICENSE BEING REQUIRED. TO DETERMINE A NEW LICENSE AND LICENSE FEE SEE ARTICLE "THE RIGHTS (DETERMINING THE LICENSE FEE ...)".
- 16) THE **USE OF THE MODEL'S NAME** IN ANY MEDIA (i.e. TV COMMERCIAL, ADVERTISEMENTS etc.) REQUIRES AN EXTRA LICENSE. THE USE OF THE MODEL'S NAME WITHOUT LICENSE IS NOT ALLOWED, UNLESS WITH EXPRESS PRIOR WRITTEN AUTHORISATION OF **HMM/ELF**.
- 17) THE **USE OF THE MODEL'S SIGNATURE** IN ANY MEDIA (i.e. TV COMMERCIAL, ADVERTISEMENTS etc.) REQUIRES AN EXTRA LICENSE. THE USE OF THE MODEL'S SIGNATURE WITHOUT LICENSE IS NOT ALLOWED, UNLESS WITH EXPRESS PRIOR WRITTEN AUTHORISATION OF **HMM/ELF**.



- 18) WHEN **HMM/ELF** GRANTS THE CLIENT/ENDUSER OF THE MODEL'S IMAGE/S THE RIGHT FOR THE MEDIUM "**INTERNET**" IN A **HMM/ELF** BOOKING CONFIRMATION (BCF), THEN THAT MEANS, THAT THE CLIENT/ENDUSER OF THE MODEL'S IMAGE/S IS ALLOWED TO SHOW THE MODEL'S IMAGE/S ON THE CLIENT'S/ENDUSER OF THE MODEL'S IMAGE/S' **HOMEPAGE** ONLY FOR THE TIMEPERIOD GRANTED. ANY FURTHER INTERNET USAGE REQUIRES AN EXTRA LICENSE OR EXPRESS WRITTEN AUTHORISATION BY **HMM/ELF** PRIOR TO USE.
- 19) **DIGITAL STORAGE OF THE MODEL'S PHOTOGRAPHS/FILM** SHALL BE PROHIBITED AS A MATTER OF PRINCIPAL AND MAY ONLY BE UNDERTAKEN WITH THE EXPRESS PRIOR WRITTEN CONSENT FROM **HMM/ELF**, STATING THE EXACT PURPOSE BY THE PHOTOGRAPHER, etc.
- 20) TO DETERMINE A LICENSE FEE FOR A RETRO-ACTIVE LICENSE THE MODEL'S **FULL DAY FEE FOR ADVERTISING WILL APPLY**, EVEN IF THE MODEL HAS ONLY WORKED FOR A HALF DAY OR AN HOURLY FEE ORIGINALLY. HALF DAY FEES, HOURLY FEES, LAYOUT SHOOTING FEES AND EDITORIAL FEES ETC WILL NOT BE USED TO DETERMINE A LICENSE FEE FOR A RETRO-ACTIVE LICENSE. THE FULL DAY FEE FOR ADVERTISING WILL BE CONFIRMED BY **HMM/ELF**.
- 21) EXTENSIONS OF LICENSES/"RIGHTS"/"BUYOUTS"/"USAGES" MOVING INTO AN ADDITIONAL OR FURTHER YEAR WILL HAVE A **FEE INCREASE OF 20% PER ANNUM**. THE 20% FEE INCREASE WILL BE ADDED ON TOP OF THE MODEL'S FULL DAY FEE FROM THE PREVIOUS YEAR AND/OR THE PREVIOUS **HMM/ELF** BOOKING CONFIRMATION. SERVICE COMMISSION OF 20% WILL BE ADDED ON ALL FEE TOTAL'S.
- 22) IN CASE OF UNAUTHORIZED USE OF THE MODEL'S IMAGE/S THE CLIENT/END-USER OF THE MODEL'S IMAGE/S IS ADVISED THAT THERE IS AN **INCREASED INTEREST RATE**, DUE TO THE **UNAUTHORIZED USE** OF THE MODEL'S IMAGE/S, OF THREE PER CENT PER MONTH ON THE INVOICE TOTAL, FROM THE DAY THE UNAUTHORIZED USE OCCURRED, UNTIL THE DAY THE FULL INVOICE TOTAL HAS BEEN CREDITED IN TO THE BANK ACCOUNT OF **HMM/ELF** (VALUE DATE). **HMM/ELF** RESERVES THE RIGHT TO INVOICE FOR THIS POSITION SEPARATELY.
- 23) FOR THE AVOIDANCE OF DOUBT, A NEW LICENSE/ A NEW **HMM/ELF** BOOKING CONFIRMATION **SUPERSEDES** ANY PREVIOUS LICENSE/ **HMM/ELF** BOOKING CONFIRMATION AND/OR MEMORANDUM OF UNDERSTANDING AND/OR AGREEMENT/S AND/OR CONTRACT/S ETC FOR THE MODEL IN QUESTION, PRODUCT, PRODUCT LINE, MEDIA, GEOGRAPHIC LOCATION AND TIME PERIOD. THE NEW T&C OF THE NEW LICENSE/ **HMM/ELF** BOOKING CONFIRMATION WILL APPLY IN FULL. THE SAME APPLIES TO OUR **HMM/ELF** LICENSE QUOTATIONS (LQ).
- 24) IF **HMM/ELF** HAS GRANTED ANY RIGHTS/LICENSE/S ON BEHALF OF THE MODEL IN PERPETUITY OR ANY OTHER LENGTH OF TIME AND THE MODEL'S CAREER CHANGES FUNDAMENTALLY I.E. THE MODEL BECOMES A TOP/SUPER MODEL, A CELEBRITY OR ANY OTHER **FUNDAMENTAL CAREER CHANGE** AND/OR A FUNDAMENTAL CHANGE IN THE PERSONAL LIFE OF THE MODEL TAKES PLACE, THEN **HMM/ELF** HAS THE RIGHT TO CANCEL THE RIGHTS/LICENSE OR LICENSES GIVEN IN PERPETUITY OR ANY OTHER LENGTH OF TIME. IN SUCH SITUATION COMPENSATION WILL NOT BE PAID TO THE CLIENT/END-USER OF THE MODEL'S IMAGE/S. THE CLIENT/END-USER OF THE MODEL'S IMAGE/S HAS TO REMOVE ALL OF THE MODEL'S PICTURE MATERIAL FROM ANY MEDIA AND ANY GEOGRAPHIC LOCATIONS WITHIN SIX MONTHS AFTER OUR WRITTEN NOTIFICATION.
- 25) IN THE CASE WHERE **HMM/ELF** HAS PREVIOUSLY GRANTED A LICENSE/RIGHTS/BUYOUT ON BEHALF OF A MODEL TO A CLIENT/END USER OF THE MODEL'S IMAGE/S IN PERPETUITY, AND THE SAID LICENSE HAS NOT BEEN SUPERSEDED BY A NEWER LICENSE THAT LIMITS THE TIME PERIOD FOR USE OF THE SAID IMAGE/S, THEN THE CLIENT/END USER HAS THE RIGHT OF USAGE OF THE MODEL'S IMAGE **ONLY** FOR A MAXIMUM TIME PERIOD OF TEN (10) YEARS. FOR THE SAKE OF CLARITY, ALL 'IN PERPETUITY' LICENSES ARE LIMITED TO A MAXIMUM OF TEN (10) YEARS. ANY EXTENSIONS MUST BE REQUESTED IN WRITING AND APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE FROM **HMM/ELF** PRIOR TO USE OF THE MODEL'S IMAGE. THIS PERIOD OF USAGE COMES INTO EFFECT AS OF THE DATE THE IMAGE WAS CREATED.
- 26) THE PHOTOGRAPHER AND/OR THE CLIENT AND ANYONE OBTAINING RIGHTS FROM OR THROUGH THE PHOTOGRAPHER/CLIENT IS NOT ENTITLED TO USE ANY IMAGES FOR ANY USAGE BEYOND THAT AGREED OR PERMITTED UNDER SECTIONS "PERMITTED USE", "ADDITIONAL FEES", "WARRANTIES", "INDEMNITY", "FASHION SHOWS" AND "MUSIC VIDEOS&PROMOTIONAL FILM" ABOVE. THE CLIENT WILL PROCURE THAT THE PHOTOGRAPHER/CLIENT AGREES TO RESTRICT THE USE AND EXPLOITATION OF THE COPYRIGHT CONTENT OF THE PHOTOGRAPH OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS. IF THE CLIENT IS NOT THE PHOTOGRAPHER, THE CLIENT SHALL DRAW ALL THESE T&C TO THE ATTENTION OF THE PHOTOGRAPHER AND PROCURE HIS AGREEMENT TO THEM BEFORE THE SHOOT COMMENCES.
- 27) ALL RIGHTS NOT EXPRESSLY GRANTED TO THE CLIENT UNDER THESE T&C ARE HEREBY RESERVED TO **HMM/ELF**. IN PARTICULAR, THE CLIENT ACKNOWLEDGES AND AGREES THAT **HMM/ELF** IS THE OWNER OR LICENCE HOLDER OF ALL COMMERCIAL RIGHTS AND INTELLECTUAL PROPERTY RIGHTS RELATING TO THE MODEL AND THE CLIENT SHALL NOT BE ENTITLED TO EXPLOIT OR ENTER INTO ANY COMMERCIAL OR OTHER AGREEMENT TO EXPLOIT ANY RIGHTS RELATING TO THE MODEL OTHER THAN THE RIGHTS SPECIFICALLY GRANTED TO THE CLIENT UNDER THESE T&C.
- 28) FOR THE AVOIDANCE OF DOUBT, NOTWITHSTANDING ANYTHING IN THE **HMM/ELF** BOOKING CONFIRMATION FORM OR THESE T&C, INCLUDING BUT NOT LIMITED TO ANY GRANT OF EXCLUSIVITY OVER THE USE OF THE MODEL'S IMAGE/S, THE CLIENT ACKNOWLEDGES AND AGREES THAT **HMM/ELF** AND THE MODEL MAY USE THE IMAGES RESULTING FROM ANY BOOKING IN ANY FORM WHATSOEVER, SOLELY IN ORDER FOR THE MODEL AND **HMM/ELF** TO PROMOTE THE MODEL AND IN THE SEARCH OF FUTURE JOB OPPORTUNITIES FOR THE MODEL. THE MODEL AND **HMM/ELF** ACKNOWLEDGE AND AGREE NOT TO EXPLOIT THE IMAGES FOR COMMERCIAL PURPOSES, OTHER THAN AS SET OUT IN THE **HMM/ELF** BCF AND THESE T&C.

**ARTICLE 24 – THE RIGHTS (DETERMINING THE LICENSE FEE/BUYOUT FEE FOR A LICENSE AND A RETRO-ACTIVE LICENSE)**

- 1) TO DETERMINE A LICENSE FEE FOR A LICENSE (PURCHASE OF THE LICENSE PRIOR TO USE OF THE MODEL'S IMAGE) OR A RETRO-ACTIVE LICENSE (LICENSE PURCHASE AFTER DISCOVERY OF THE UNAUTHORIZED USE OF THE MODEL'S IMAGE), THE BUYOUT-/LICENSE CHART OF **HMM/ELF** WILL APPLY. THE **HMM/ELF** BUYOUT-/LICENSE CHART IS ATTACHED TO THESE TERMS & CONDITIONS.

2) FOR MOST PART EVERYTHING IS LINKED TO THE **MODEL'S FULL DAY FEE FOR ADVERTISING**.

3) THE CALCULATION EXAMPLES AND CONDITIONS BELOW WILL ALSO APPLY:

- 3.1) DETERMINING THE BUYOUT-/LICENSE FEE FOR A LICENSE, PURCHASED PRIOR TO USE OF THE MODEL'S IMAGE/S:**  
PERCENTAGES ON THE HMM/ELF BUYOUT-/LICENSE CHART WILL BE MULTIPLIED WITH THE MODEL'S **FULL DAY FEE FOR ADVERTISING**, FOR THE PARTICULAR USAGE MEDIUM, PER YEAR AND PER COUNTRY LISTED ON THE CHART IN ORDER TO DETERMINE A LICENSE FEE FOR A LICENSE. AN ANNUAL FEE INCREASE OF 20% WILL BE ADDED ON TOP OF THE MODEL'S FULL DAY FEE FOR ADVERTISING PRIOR TO MULTIPLYING THE PERCENTAGES ON THE HMM/ELF BUYOUT-/LICENSE CHART. 20% COMMISSION WILL BE ADDED ON ALL TOTALS PLUS VAT, IF APPLICABLE. THE MODEL'S FULL DAY FEE FOR ADVERTISING WILL BE CONFIRMED IN WRITING BY A DULY AUTHORISED REPRESENTATIVE FROM HMM/ELF.
- 3.2) DETERMINING THE BUYOUT-/LICENSE FEE FOR A LICENSE, AFTER DISCOVERY OF THE UNAUTHORISED USE OF THE MODEL'S IMAGE – A SO CALLED "RETRO-ACTIVE LICENSE":**  
THE PERCENTAGES ON THE HMM/ELF BUYOUT-/LICENSE CHART WILL BE DOUBLED, DUE TO THE UNAUTHORISED USE OF THE MODEL'S IMAGE/S, AND THEN MULTIPLIED WITH THE MODEL'S **FULL DAY FEE FOR ADVERTISING**, FOR THE PARTICULAR USAGE MEDIUM, GEOGRAPHIC LOCATION AND PER YEAR WHERE VIOLATIONS OCCURRED, IN ORDER TO DETERMINE A BUYOUT-/LICENSE FEE FOR A RETRO-ACTIVE LICENSE. THE ANNUAL FEE INCREASE OF 20% WILL BE ADDED ON TOP OF THE MODEL'S FULL DAY FEE FOR ADVERTISING, PRIOR TO MULTIPLYING THE PERCENTAGES FROM THE HMM/ELF BUYOUT-/LICENSE CHART. 20% COMMISSION WILL BE ADDED ON ALL TOTALS PLUS VAT, IF APPLICABLE. ON TOP OF THE INVOICE TOTAL AN INCREASED INTEREST RATE, DUE TO THE UNAUTHORISED USE OF THE MODEL'S IMAGE/S, OF 3% (THREE PERCENT) PER MONTH WILL BE ADDED FROM THE DAY THE UNAUTHORIZED USE OF THE MODEL'S IMAGE/S OCCURRED, UNTIL THE DAY THE INVOICE TOTAL IS CREDITED IN TO THE BANK ACCOUNT OF HMM/ELF (VALUE DATE). HMM/ELF RESERVES THE RIGHT TO INVOICE FOR THE POSITION OF THE INTEREST SEPARATELY. THE MODEL'S FULL DAY FEE FOR ADVERTISING WILL BE CONFIRMED IN WRITING BY A DULY AUTHORISED REPRESENTATIVE FROM HMM/ELF.
- 3.2.1)** TO DETERMINE THE BUYOUT-/LICENSE FEE FOR A RETRO-ACTIVE LICENSE, IT IS IRRELEVANT **HOW MUCH PRODUCT** HAS BEEN SHIPPED OR SOLD DURING THE TIME PERIOD OF THE UNAUTHORISED USE. THE ABOVE CALCULATION WILL APPLY EVEN IF ONLY ONE PIECE OF PRODUCT HAS BEEN SHIPPED OR SOLD IN ANY GEOGRAPHIC LOCATION PER YEAR. A LICENSE WILL BE DUE AND THE ABOVE CALCULATION WILL APPLY.
- 3.2.2)** TO DETERMINE THE BUYOUT-/LICENSE FEE FOR A RETRO-ACTIVE LICENSE, THE **VOLUME OF ADVERTISING** (THE VOLUME OF THE USAGE MEDIUM) PER COUNTRY & PER YEAR (I.E. THE AMOUNT OF BROCHURES PRINTED, SHOWING THE MODEL'S IMAGE/S, ETC.) FOR THE PRODUCT, ETC. IN QUESTION IS IRRELEVANT. A LICENSE WILL BE DUE AND THE ABOVE CALCULATION WILL APPLY.
- 3.2.3)** TO DETERMINE THE BUYOUT-/LICENSE FEE FOR A RETRO-ACTIVE LICENSE, IT IS IRRELEVANT **WHERE THE MODEL'S IMAGE IS POSITIONED** I.E. ON A PRODUCT, ON A PACK, IN AN ADVERTISEMENT, IN A TV COMMERCIAL ETC. FOR EXAMPLE IN THE FRONT OF, ON THE BACK OF, ON THE TOP OF, ON THE BOTTOM OF, ETC.) A LICENSE WILL BE DUE AND THE ABOVE CALCULATION WILL APPLY.
- 3.2.4)** TO DETERMINE THE BUYOUT-/LICENSE FEE FOR A RETRO-ACTIVE LICENSE, IT IS IRRELEVANT **HOW SMALL THE MODEL'S IMAGE IS** ETC. A LICENSE WILL BE DUE AND THE ABOVE CALCULATION WILL APPLY.
- 3.2.5)** TO DETERMINE THE BUYOUT-/LICENSE FEE FOR A RETRO-ACTIVE LICENSE, IT IS IRRELEVANT HOW **PALE** OR HOW **INTENSIVE** THE MODEL'S IMAGE IS ETC. A LICENSE WILL BE DUE AND THE ABOVE CALCULATION WILL APPLY.
- 3.2.6)** TO DETERMINE THE BUYOUT-/LICENSE FEE FOR A RETRO-ACTIVE LICENSE, IT IS IRRELEVANT **FOR HOW LONG** OR FOR HOW MANY SECONDS, MINUTES, HOURS, DAYS AND/OR MONTHS OUT OF A YEAR THE MODEL'S IMAGE WAS USED AND/OR EXPOSED TO CONSUMERS, TRADE AND/OR OTHERS ETC (I.E. PRODUCT PACK WITH MODEL'S IMAGE ON TV, TV COMMERCIAL SHOWING THE MODEL'S IMAGE, PACK ON SHELF IN A SHOP ETC.). A LICENSE WILL BE DUE AND THE ABOVE CALCULATION WILL APPLY.
- 3.2.7)** TO DETERMINE A NEW BUYOUT-/LICENSE FEE FOR A RETRO-ACTIVE LICENSE - **WHERE A LICENSE/ HMM/ELF BOOKING CONFIRMATION HAS BEEN IN PLACE**, FOR THE SAME PRODUCT AND/OR PRODUCT LINE FOR MULTIPLE GEOGRAPHIC LOCATIONS AND/OR MULTIPLE MEDIA AND/OR MULTIPLE YEARS (A SO CALLED "PACKAGE DEAL LICENSE"/"COMPOSITE LICENSE") BEFORE, BUT HAS EXPIRED. DUE TO THE UNAUTHORIZED USE OF THE MODEL'S IMAGE/S SUCH "PACKAGE DEAL LICENSE" WILL NOT BE AVAILABLE AGAIN FOR A NEW LICENSE. THE HMM/ELF BUYOUT-/LICENSE CHART WILL APPLY. COUNTRY'S AND/OR MEDIA WILL BE CHARGED INDIVIDUALLY ACCORDING TO THE HMM/ELF BUYOUT-/LICENSE CHART PER YEAR.
- 3.2.8)** DETERMINING A **BUYOUT-/LICENSE FEE - WHERE NO LICENSE AGREEMENT/BCF** HAD BEEN IN PLACE FOR ADVERTISING/PRODUCT ADVERTISING FOR A PRODUCT AND/OR PRODUCT LINE BEFORE.

**SITUATION 1)**

I.e. IF THE MODEL'S IMAGE/S **ORIGINATED FROM A SO CALLED "EDITORIAL SHOOT", "LAYOUT SHOOT" OR A "FASHION SHOW"**, THEN THE EDITORIAL FEE, THE LAYOUT SHOOTING FEE AND FASHIONSHOW FEE WILL NOT APPLY TO DETERMINE A NEW LICENSE FEE FOR A RETRO-ACTIVE LICENSE FOR ADVERTISING/PRODUCT ADVERTISING. THE MODEL'S FULL DAY FEE FOR ADVERTISING ON THE DAY WHEN THE IMAGES WERE ORIGINALLY CREATED WILL APPLY. THE MODEL'S FULL DAY FEE FOR ADVERTISING WILL BE CONFIRMED IN WRITING BY A DULY AUTHORISED REPRESENTATIVE FROM HMM/ELF. A LICENSE WILL BE DUE AND THE HMM/ELF BUYOUT-/LICENSE CHART WILL APPLY WITH ABOVE'S CALCULATION.

**SITUATION 2)**

I.E. IF THE MODEL'S IMAGE/S ORIGINATED FROM A SO CALLED "TEST SHOOT", A "GO&SEE", A "CASTING", OR ANY "OTHER WAY ..." WITH A PHOTOGRAPHER/FILM PRODUCER/CLIENT ETC. THE MODEL'S FULL DAY FEE FOR ADVERTISING ON THE DAY WHEN THE IMAGES WERE ORIGINALLY CREATED WILL APPLY. THE MODEL'S FULL DAY FEE FOR ADVERTISING

WILL BE CONFIRMED IN WRITING BY A DULY AUTHORISED REPRESENTATIVE FROM HMM/ELF. A LICENSE WILL BE DUE AND THE HMM/ELF BUYOUT-/LICENSE CHART WILL APPLY WITH ABOVE'S CALCULATION.

**3.2.9)** IF THE MODEL IN QUESTION HAS BECOME FAMOUS i.e. A CELEBRITY, THEN THE CURRENT FULL DAY FEE FOR ADVERTISING WILL APPLY RETROSPECTIVELY, FROM THE DAY THE UNAUTHORISED USE OCCURRED AND APPLIED AS SHOWN ABOVE UNDER PARAGRAPH 3.2 IN THIS ARTICLE. THE MODEL'S FULL DAY FEE FOR ADVERTISING WILL BE CONFIRMED IN WRITING BY A DULY AUTHORISED REPRESENTATIVE FROM HMM/ELF.

- 4) SHOULD FOR ANY REASON HMM/ELF HAVE MOVED AWAY FROM ANY AND/OR ALL PERCENTAGES ON THE HMM/ELF BUYOUT-/LICENSE CHART IN ANY LICENSE QUOTATION AND/OR ANY HMM/ELF BOOKING CONFIRMATION FORM (BCF) IN THE PAST, THE PRESENT AND/OR THE FUTURE ETC. IT WILL NOT BE SEEN AS A WAIVER OF THE HMM/ELF BUYOUT-/LICENSE CHART. IN ANY UNAUTHORISED USAGE SITUATION THE HMM/ELF BUYOUT-/LICENSE CHART WILL BE SEEN AS A DEFAULT AND THE HMM/ELF BUYOUT-/LICENSE CHART WILL ALWAYS PREVAIL AND WILL BE APPLIED.

**ARTICLE 25 – THE RIGHTS “TAIL-END” - (THE LEFTOVER OF PRODUCT PACKAGING AND ADVERTISING/ADVERTISING MATERIAL REMAINING ON THE MARKET WITH THE MODEL'S IMAGE ON)**

- 1) WHAT IS “TAIL-END”? “TAIL-END” IS THE LEFTOVER OF PRODUCT WITH ITS PRODUCT PACKAGING (MODEL'S IMAGE ON A PACK ETC) AND /OR ITS ADVERTISING ATTACHMENTS (i.e. HANGTAGS ON PRODUCT ETC) WITH THE MODEL'S IMAGE DISPLAYED, REMAINING ON THE MARKET AFTER SHIPMENT. DEPENDING ON THE SHELF LIFE OF THE PRODUCT, IT COULD STAY ON THE MARKET FOR AN INDEFINITE PERIOD OF TIME. IN THIS CASE IT IS THE RESPONSIBILITY OF THE CLIENT/END-USER/SUCCESSOR/MANUFACTURER SELLING AND/OR DISTRIBUTING THE PACKAGING WITH THE MODEL'S IMAGE, TO COMPENSATE THE MODEL AND HMM/ELF FOR “TAIL-END” PRODUCT FOR AS LONG AS THE MODEL'S IMAGE IS VISIBLE TO:
  - a) CONSUMERS (i.e. ON A SHELF IN ANY SHOP (INCLUDING THIRD PARTY SELLER'S/RETAILERS AND FOR THE AVOIDANCE OF DOUBT SO CALLED “REMAINDER SHOPS” SELLING REMAINING STOCK) OR THE PACK WITH THE MODEL'S IMAGE DISPLAYED IN ANY MEDIA i.e. TV COMMERCIAL, ANY ONLINE SHOP etc.);
  - b) THE TRADE (i.e. TRADE TO TRADE, TRADE FAIRS etc.);
  - c) OTHERS (i.e. ANNUAL SHAREHOLDER MEETINGS, EDUCATIONAL MATERIAL IN LARGE CORPORATIONS, etc.).
- 2) THE CLIENT/END-USER/SUCCESSOR SELLING AND/OR DISTRIBUTING THE PACKAGING WITH THE MODEL'S IMAGE IS OBLIGED TO MONITOR THE DISTRIBUTION OF SUCH PRODUCT “TAIL-END” AND TO PURCHASE A LICENSE FOR THE ABOVE MENTIONED SITUATION EARLY ENOUGH, SO THAT THERE IS NO UNAUTHORIZED USE OF THE MODEL'S IMAGE - NOT DOING SO IS SEEN AS NEGLIGENCE. IT IS THE CLIENT'S/END-USER OF THE MODEL'S IMAGES' RESPONSIBILITY TO MAKE SURE THAT A LICENSE FOR THE ABOVE “TAIL-END” SITUATION IS IN PLACE – THAT MEANS A HMM/ELF BOOKING CONFIRMATION (BCF) SIGNED AND THE INVOICE TOTAL PAID IN FULL ON THE DUE DATE.
- 3) TO DETERMINE A BUYOUT-/LICENSE FEE FOR A “TAIL END” SITUATION SEE THE ARTICLE “THE RIGHTS” IN THESE T&C (“DETERMINING THE LICENSE FEE / BUYOUT FEE FOR A LICENSE/RETRO-ACTIVE LICENSE”) AND THE HMM/ELF BUYOUT-/LICENSE CHART, THAT WILL APPLY.
- 4) FOR THE AVOIDANCE OF DOUBT THIS ARTICLE “THE RIGHTS – ‘TAIL-END’ ” ALSO REFERS TO THE TAIL-END OF ALL ADVERTISING AND ALL ADVERTISING MATERIAL BEARING THE MODEL'S IMAGE.

**ARTICLE 26 – FORCE MAJEURE**

- 1) HMM/ELF SHALL NOT BE LIABLE TO THE CLIENT FOR ANY DELAY IN PERFORMING OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THESE T&C WHICH IS DUE TO ANY CAUSE BEYOND ITS CONTROL AND WHICH IS UNKNOWN TO, AND CANNOT REASONABLY BE ANTICIPATED BY HMM/ELF INCLUDING WITHOUT LIMITATION FIRE, FLOOD OR CATASTROPHE, ACTS OF GOD, INSURRECTION, WORKFORCE ACTION, WAR OR RIOTS, (AN “EVENT OF FORCE MAJEURE”) AND HMM/ELF'S OBLIGATIONS UNDER THESE T&C SHALL BE SUSPENDED FOR SO LONG AS THE EVENT OF FORCE MAJEURE CONTINUES AND TO THE EXTENT THAT IT IS SO DELAYED.
- 2) IF THE MODEL IS PREVENTED FROM OR INTERFERED WITH IN ANY MANNER WHATEVER IN FULLY PERFORMING HER/HIS SERVICES, BY REASON OF ANY INJURY, ILLNESS, DISABILITY, OR ACT OF GOD, EARTHQUAKE, FLOOD, FIRE, EPIDEMIC, ACCIDENT, EXPLOSION, CASUALTY, LABOR CONTROVERSY (INCLUDING BUT NOT LIMITED TO THREATENED OR ACTUAL LOCKOUT, BOYCOTT OR STRIKE), RIOT, CIVIL DISTURBANCE, WAR OR ARMED CONFLICT, DELAY OF A COMMON CARRIER, OR BY REASON OF ANY OTHER CAUSE BEYOND MODEL'S CONTROL (ALL OF THE FOREGOING BEING HEREIN REFERRED TO AS AN “EVENT OF FORCE MAJEURE”), THEN THE MODEL'S OBLIGATIONS HEREUNDER WILL BE RESCHEDULED TO THE NEXT AVAILABLE MUTUALLY CONVENIENT DATE AND THE MODEL'S NON-PERFORMANCE WILL NOT BE DEEMED A BREACH OF THE CONTRACT AND/OR HMM/ELF' BOOKING CONFIRMATION (BCF). THE MODEL IS NOT LIABLE TO THE CLIENT/CONTRACTUAL PARTNER FOR ANY EXPENSES RELATED TO THE CANCELLATION. (ALSO SEE ARTICLE “LIABILITY & INSURANCE”)

**ARTICLE 27 – INTERPRETATION OF TERMS & CONDITIONS (T&C)**

- 1) FOR THE PURPOSE OF THE RELATIONSHIP BETWEEN THE CLIENT/END-USER OF THE MODEL'S IMAGE/SUCCESSOR AND HMM/ELF THE CLIENT/END-USER OF THE MODEL'S IMAGE/SUCCESSOR ACKNOWLEDGES, ACCEPTS AND AGREES THAT HMM/ELF IS THE SUPPLIER OF SERVICES WHICH SHALL BE STRICTLY AND EXCLUSIVELY GOVERNED BY THESE T&C. THESE T&C APPLY TO EVERY OFFER, QUOTATION, ACCEPTANCE, PURCHASE ORDER, CONFIRMATION ORDER, SPECIFICATION AND/OR CONTRACT FOR THE SALE AND SUPPLY OF SERVICES OR GOODS (INCLUDING SERVICES ANCILLARY THERETO) BY HMM/ELF AND SUPERSEDE ANY OTHER TERMS OF THE CLIENT/END-USER OF THE MODEL'S IMAGE/SUCCESSOR AND TAKE PRECEDENCE OVER AND OVERRIDE AND EXCLUDE ANY OTHER TERMS STIPULATED OR INCORPORATED OR REFERRED TO BY THE CLIENT/END-USER OF THE MODEL'S IMAGE/SUCCESSOR WHETHER IN THE HMM/ELF BCF OR IN ANY NEGOTIATIONS AND ANY COURSE OF DEALING ESTABLISHED BETWEEN HMM/ELF AND THE CLIENT/END-USER OF THE MODEL'S IMAGE/SUCCESSOR. THE CLIENT/END-USER OF THE MODEL'S IMAGE/SUCCESSOR ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS, STATEMENTS OR PROMISES MADE OR GIVEN BY OR ON BEHALF OF HMM/ELF OUTSIDE THESE T&C WHICH HAVE INDUCED THE CLIENT/END-USER OF THE MODEL'S IMAGE/SUCCESSOR TO ENTER INTO THESE T&C (WHICH EXPRESSION SHALL INCLUDE ANY CONTRACT OF WHICH THESE T&C FORM PART).

- 2) IF THERE IS ANY CONFLICT BETWEEN ANY OF THESE T&C AND THE **HMM/ELF** BCF THEN THE TERMS OF THESE T&C SHALL PREVAIL WITHOUT DETRIMENT TO THE REMAINING UNAFFECTED TERMS OF **HMM/ELF** BOOKING CONFIRMATION FORM (BCF).

**ARTICLE 28 - FINAL PROVISIONS**

- 1) IF ANY OF THE TERMS, CONDITIONS OR PROVISIONS OF THESE T&C OR THE **HMM/ELF** BCF ARE DETERMINED BY ANY COMPETENT AUTHORITY TO BE INVALID, UNLAWFUL OR UNENFORCEABLE TO ANY EXTENT, SUCH TERM, CONDITION OR PROVISION WILL TO THAT EXTENT, BE SEVERED FROM THE REMAINING TERMS, CONDITIONS AND PROVISIONS WHICH WILL CONTINUE TO BE VALID TO THE FULLEST EXTENT PERMITTED BY LAW.
- 2) ANY TERMINATION OF ALL OR PART OF THESE T&C SHALL NOT AFFECT THE COMING INTO FORCE OR THE CONTINUANCE IN FORCE OF ANY PROVISION OF THESE T&C WHICH IS EXPRESSLY OR BY IMPLICATION INTENDED TO COME INTO FORCE OR CONTINUE IN FORCE ON OR AFTER SUCH TERMINATION.
- 3) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE T&C, ALL REPRESENTATIONS, WARRANTIES, UNDERTAKINGS, AGREEMENTS, COVENANTS, INDEMNITIES AND OBLIGATIONS MADE OR GIVEN OR ENTERED INTO BY THE CLIENT/END-USER OF THE MODEL'S IMAGE/SUCCESSOR UNDER THESE T&C ARE ASSUMED BY THEM JOINTLY AND SEVERALLY.
- 4) NOTHING IN THESE T&C SHALL RENDER ANY PARTY A PARTNER OR AGENT OF THE OTHER. EXCEPT AS EXPRESSLY PERMITTED BY THESE T&C, NOTHING SHALL ALLOW A PARTY TO PURPORT TO UNDERTAKE ANY OBLIGATION ON BEHALF OF THE OTHER NOR EXPOSE THE OTHER PARTY TO ANY LIABILITY NOR PLEDGE OR PURPORT TO PLEDGE THE OTHER'S CREDIT.
- 5) NO FAILURE TO EXERCISE AND NO DELAY IN EXERCISING ON THE PART OF EITHER PARTY OF ANY RIGHT, POWER OR PRIVILEGED UNDER THESE T&C SHALL OPERATE AS A WAIVER OF IT. NOR SHALL ANY SINGLE OR PARTIAL EXERCISE OF ANY RIGHT, POWER OR PRIVILEGE PRECLUDE THE ENFORCEMENT OF ANY OTHER RIGHT, POWER OR PRIVILEGE. NOR SHALL THE WAIVER OF ANY BREACH OF A PROVISION BE TAKEN OR HELD TO BE A WAIVER OF THE PROVISION ITSELF. FOR A WAIVER TO BE EFFECTIVE IT MUST BE MADE IN WRITING.
- 6) EXCEPT AS AND TO THE EXTENT EXPRESSLY OTHERWISE SPECIFIED IN THESE T&C, THE RIGHTS AND REMEDIES CONTAINED IN THESE T&C ARE CUMULATIVE AND ARE NOT EXCLUSIVE OF ANY RIGHTS OR REMEDIES PROVIDED BY LAW OR ELSEWHERE IN THESE T&C.
- 7) THE PARTIES AGREE TO KEEP, AND TO INSTRUCT ITS AGENTS, EMPLOYEES, ADVISERS AND SUB-CONTRACTORS WITH KNOWLEDGE HEREOF TO KEEP THESE T&C STRICTLY PRIVATE AND CONFIDENTIAL AND NOT TO DISCLOSE ANY DETAILS RELATING TO THE SAME, SUBJECT TO DISCLOSURE IN THE FOLLOWING CIRCUMSTANCES;
  - a) TO ENABLE ENFORCEMENT OF THE PARTY'S RIGHTS UNDER THESE TERMS AND CONDITIONS;
  - b) WITH THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY; AND
  - c) AS REQUIRED BY ANY APPLICABLE LAW.
- 8) THESE T&C AND THE **HMM/ELF** BOOKING CONFIRMATION FORM CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ANY PREVIOUS AGREEMENT OR ARRANGEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE T&C.
- 9) NO VARIATION OR AMENDMENT TO THE TERMS OF THESE T&C SHALL BE VALID AND BINDING UNLESS IN WRITING AND SIGNED BY AN AUTHORISED REPRESENTATIVE OF EACH PARTY.
- 10) **LEGAL VENUE** FOR DISPUTES OUT OF A **HMM/ELF** BOOKING CONFIRMATION/ **HMM/ELF** CONTRACT WITH A GERMAN CLIENT WILL TAKE PLACE AT THE COURTS IN **MUNICH - GERMANY**. LEGAL VENUE FOR DISPUTES OUT OF A **HMM/ELF** BOOKING CONFIRMATION/ **HMM/ELF** CONTRACT WITH A BRITISH CLIENT WILL TAKE PLACE AT THE COURTS IN THE **UNITED KINGDOM**. LEGAL VENUE FOR DISPUTES OUT OF A **HMM/ELF** BOOKING CONFIRMATION/ **HMM/ELF** CONTRACT WITH A U.S. CLIENT WILL TAKE PLACE AT THE COURTS IN THE **UNITED STATES**.

**BUYOUT- / LICENSE CHART FOR HMM/ELF  
SEE BELOW**

**BUYOUT- / LICENSE CHART FOR HMM/ELF  
SEE BELOW**

**BUYOUT- / LICENSE CHART FOR HMM/ELF  
SEE BELOW**

**BUYOUT-/ LICENSE CHART FOR HMM/ELF**

This Buyout- /License Chart is part of the Terms & Conditions of **HMM/ELF**.  
Dieser Buyout-/Lizenz Chart ist Bestandteil der Allgemeinen Buchungs- /Geschäftsbedingungen von **HMM/ELF**.

| <b>Nutzungsmedium<br/>Usage Medium</b><br><br><b>Geographische Lage<br/>Geographic Location</b> | <b>PRINT</b><br>(Per Year in %)<br><br>Advertisements<br>(ANZEIGEN) | <b>POSTERS</b><br>(Per Year in %)<br>Din A0<br>max. size<br>841 x 1189 mm,<br>i.e.<br>Posters,<br>Citylights, etc.. | <b>POS</b><br>(Per Year in %)<br><br>Point of Sale<br>Activities, etc. | <b>SALES<br/>PROMOTION<br/>(VKF)</b><br>(Per Year in %)<br>i.e.<br>Brochures,<br>Stickers, Invites,<br>Hang Tags etc. | <b>PACKAGING<br/>(VERPACKUNGEN)</b><br>(Per Year in %)<br>i.e. Product<br>Packaging, Hair<br>Packs etc<br>or<br>Books | <b>TV</b><br>(Per Year in %)<br><br>All stations | <b>CINEMA</b><br>(Per Year in %) |
|---|---|---|--|---|---|--|----------------------------------|
| ALGERIA   | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| ARGENTINA   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| AUSTRALIA   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| BANGLADESH  | 300%  | 300%  | 150%   | 150%  | 600%  | 900%   | 450%                             |
| BRASIL  | 400%  | 400%  | 200%   | 200%  | 800%  | 1000%  | 400%                             |
| BURMA   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| CANADA  | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| CHINA   | 1200%   | 1200%   | 800%   | 800%  | 3200%   | 3500%  | 1200%                            |
| COLUMBIA  | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| CONGO   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| EGYPT   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| ETHOPIA   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| FRANCE  | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| GERMANY   | 100%  | 100%  | 100%   | 50%   | 200%  | 300%   | 150%                             |
| GHANA   | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| INDIA   | 1200%   | 1200%   | 800%   | 800%  | 3200%   | 3500%  | 1200%                            |
| INDONESIA   | 400%  | 400%  | 200%   | 200%  | 800%  | 1000%  | 400%                             |
| IRAN  | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| IRAQ  | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| ITALY   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| JAPAN   | 200%  | 200%  | 100%   | 100%  | 400%  | 600%   | 300%                             |

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| Nutzungsmedium<br>Usage Medium<br><br>Geographische Lage<br>Geographic Location | <b>PRINT</b><br>(Per Year in %)<br><br>Advertisements<br>(ANZEIGEN) | <b>POSTERS</b><br>(Per Year in %)<br>Din A0<br>max. size<br>841 x 1189 mm,<br>i.e.<br>Posters,<br><br>Citylights, etc | <b>POS</b><br>(Per Year in %)<br><br>Point of Sale<br>Activities, etc. | <b>SALES<br/>PROMOTION<br/>(VKF)</b><br>(Per Year in %)<br>i.e.<br><br>Brochures,<br>Stickers, Invites,<br>Hang Tags etc. | <b>PACKAGING<br/>(VERPACKUNGEN)</b><br>(Per Year in %)<br>i.e. Product<br>Packaging, Hair<br>Packs etc<br>or<br><br>Books | <b>TV</b><br>(Per Year in %)<br><br>All stations | <b>CINEMA</b><br>(Per Year in %) |
|---|---|---|--|---|---|--|----------------------------------|
|   | KENIA   | 100%  | 100%   | 50%   | 50%   | 200%   | 300%                             |
| MALAYSIA  | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| MAROCCO   | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| MEXICO  | 200%  | 200%  | 100%   | 100%  | 400%  | 600%   | 300%                             |
| NIGERIA   | 300%  | 300%  | 150%   | 150%  | 600%  | 900%   | 450%                             |
| PAKISTAN  | 300%  | 300%  | 150%   | 150%  | 600%  | 900%   | 450%                             |
| PERU  | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| PHILIPPINES   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| POLAND  | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| RUSSIA  | 300%  | 300%  | 150%   | 150%  | 600%  | 900%   | 450%                             |
| SAUDI ARABIA  | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| SOUTH AFRICA  | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| SOUTH KOREA   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| SPAIN   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| SUDAN   | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| TANSANIA  | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| THAILAND  | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| TURKEY  | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| UGANDA  | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| UKRAINE   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |

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| <b>Nutzungsmedium<br/>Usage Medium</b><br><br><b>Geographische Lage<br/>Geographic Location</b> | <b>PRINT</b><br>(Per Year in %)<br><br>Advertisements<br>(ANZEIGEN) | <b>POSTERS</b><br>(Per Year in %)<br>Din A0<br>max. size<br>841 x 1189 mm,<br>i.e.<br>Posters,<br>Citylights, etc.. | <b>POS</b><br>(Per Year in %)<br><br>Point of Sale<br>Activities, etc. | <b>SALES<br/>PROMOTION<br/>(VKF)</b><br>(Per Year in %)<br>i.e.<br>Brochures,<br>Stickers, Invites,<br>Hang Tags etc. | <b>PACKAGING<br/>(VERPACKUNGEN)</b><br>(Per Year in %)<br>i.e. Product<br>Packaging, Hair<br>Packs etc<br>or<br>Books | <b>TV</b><br>(Per Year in %)<br><br>All stations | <b>CINEMA</b><br>(Per Year in %) |
|---|---|---|--|---|---|--|----------------------------------|
| UNITED KINGDOM  | 100%  | 100%  | 100%   | 50%   | 200%  | 300%   | 150%                             |
| USA   | 400%  | 400%  | 200%   | 200%  | 800%  | 1000%  | 400%                             |
| UZBEKISTAN  | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| VENEZUELA   | 75%   | 75%   | 50%  | 50%   | 150%  | 200%   | 75%                              |
| VIETNAM   | 100%  | 100%  | 50%  | 50%   | 200%  | 300%   | 150%                             |
| Other Countries<br>(Not mentioned on this chart)  | 50 %  | 50 %  | 25 %   | 25 %  | 100 %   | 100 %  | 50 %                             |

**INTERNET & E-COMMERCE RATES FOR HMM/ELF  
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| <b>Client websites – (Percent of the Model's Full Day Fee for Advertising)</b> |   |               |       |
|--|---|---------------|-------|
| Home page from Client/End user of the Models Image                             | No click through  |               | 120 % |
| Home page from Client/End user of the Models Image                             | With click through  | To e-commerce | 150 % |
| Section page from Client/End user of the Models Image                          | No click through  |               | 120 % |
| Section page from Client/End user of the Models Image                          | With click through  | To e-commerce | 150 % |
| Thumb nails from Client/End user of the Models Image                           | With click through  | To e-commerce | 120 % |
| 3 <sup>rd</sup> Party usage  | i.e. The Client/End user of the Models Image is showing the Models Image on a Third Party Website | No e-commerce | 120 % |
| 3 <sup>rd</sup> Party usage  | i.e. The Client/End user of the Models Image is showing the Models Image on a Third Party Website | To e-commerce | 150 % |
| Pop-up Ad  | National Brand  | To e-commerce | 120 % |
| Pop-up Ad  | International Brand   | To e-commerce | 150 % |
| Banner Ad  | National Brand  | To e-commerce | 120 % |
| Banner Ad  | International Brand   | To e-commerce | 150 % |
| <b>Web Channel</b>   | <b>Percent of the Model's Full Day Fee for Advertising</b>  |               |       |
| Face Book  | 100%  |               |       |
| All other social networks  | 50%   |               |       |
| Twitter  | 50%   |               |       |
| 4 square   | 50%   |               |       |
| Apps   | 50%   |               |       |
| Blogs  | 50%   |               |       |
| e-mail   | 50%   |               |       |
| <b>Fashion Shows (Designers only)</b>  |   |               |       |
| <b>Usage</b>   | <b>Fee</b>  |               |       |
| On designer website and NO e-commerce  | Show Fee  |               |       |
| Broadcast  | Show Fee + 50%  |               |       |
| Direct to e-commerce   | Catalogue Fee   |               |       |
| Indirect to e-commerce   | 100% of show Fee  |               |       |
| <b>Virals</b>  |   |               |       |
| <b>Usage</b>   | <b>Percent of the Model's Full Day Fee for Advertising</b>  |               |       |
| National brand   | 120 %   |               |       |
| International brand  | 250 %   |               |       |
| TV commercial as viral – national brand  | 150 %   |               |       |
| TV commercial as viral – international brand                                   | 300 %   |               |       |