

basics Terms of Conditions

1.

The purpose of the order is the services performed by hair and make-up artists, stylists, set-designer (hereinafter collectively referred to as „Artist“) for photography, motion picture productions and events (hereinafter collectively referred to as „Service“ or „Work“) in accordance with the contractual agreement. The contractual relationship is between the Artist and his or her Client only. Basics Berlin GmbH (hereinafter referred to as „Agency“) shall only act as the agent representing the Artist. The Client („Client“) agrees to these terms and conditions for this order as well as for all additional and future business with the Artist.

2.

Options are defined as reservations for services rendered by the Artist on a particular day and time specified. The option shall become void if a third party is able to make a firm booking for the particular day and time and the potential Client for whom the option was originally reserved confirms that he or she is unable to issue a firm booking for the specified day and time. The Artist and the Client agree that a firm booking shall be considered a binding order. A firm booking can only be canceled for good cause (legal concept definition) and the Artist is entitled to receive his fee agreed upon as followed even if the order cannot be executed in whole or in part for reasons which the Artist cannot be held responsible for.

In case of a weather-dependent booking as expressly stated in the order confirmation, i.e. both parties expressly agree that an order can be executed only in nice weather, the Client can cancel the order up to 24 hours prior to the day and time specified if bad weather has been predicted, without having to pay the Artist's service fees; the Client must provide proof of the weather forecast that renders it impossible to execute the order by submitting written supporting information from weather services. All cancellation penalties for already (i.e. before the weather cancellation) booked flights and hotels have to be borne by the Client. In case a cancellation is not possible the Client is obliged to bear all costs incurred for flights and hotels. All requests and quotes shall be sent to the Agency. In particular, bookings and fee negotiations as well as order confirmations and other project-related communications with the Artist must be routed through the Agency. At the time of booking or confirming an order, the Client must already name the Artist's contractual partner and, if required, provide written proof of his or her authorization to enter into a contract in the contractual partner's name.

3.

The Artist may be booked or reserved for half days

(film production (advertising, cinema, television etcetera): 5 hours, photoshoots: 4 hours) or full days (film production (advertising, cinema, television etcetera): 10 hours, photoshoots: 8 hours). Hence, the agreed upon fees shall be based on a half day or full day only.

Flat fees must be expressly agreed upon in writing. The fees shall only cover the services to be provided by the Artist as stated in the order. Each hour per working day overtime shall be reimbursed on an hourly basis. Each hour of overtime shall be reimbursed at a rate of 15 (fifteen) percent of the agreed service fee for full days or 30 (thirty) percent of the agreed service fee for half days. If additional days of production are required in addition to overtime or if the execution of the order is delayed or repeated for reasons for which the Artist is not responsible, such as due to last-minute changes to the original briefing, bad weather, late delivery of products, mistakes at the photo laboratory, failure of models to appear, lost luggage, etc., the Artist shall be entitled to compensation for any additional services required, with the amount representing a reasonable share of the fee agreed upon for the initial scope of service. In this case, incidental and third party expenses shall increase on a time and material basis. Compensation for travel time shall be in accordance with Section 4.

4.

If the Service requires the Artist to be on site the day before the Service is scheduled to be rendered, or if a trip to and from the site takes more than four hours per day, or if the site is outside of the Federal Republic of Germany, the Artist shall be reimbursed for travel time (based upon the daily service fee).

5.

The Client must pay in advance for all third party and incidental expenses (including, but not limited to, materials, props, travel, lodging and other charges as well as service fees and expenses if the order is to be executed outside of the Artist's place of residence, etc.) incurred in the case of a firm booking. Otherwise, the Artist shall not be obligated to render the Service as agreed. If the scope of the order is extended, the Artist is entitled to invoice separately for additional services rendered as well as for any incidental and third party expenses incurred.

6.

All service fees and incidental expenses invoiced shall be subject to value-added tax at the rate that is valid at the time of invoicing. The amount invoiced shall be due immediately upon receipt of the invoice. There shall be no discounts. The Client shall pay the charge levied by the German

social security service for artists (KSK-Abgabe), which is not part of the Artist's service fees, regardless of whether or not the charge is itemized in the invoice.

7.

The Client or a person authorized by the Client is required to be on site during a shoot and provide his or her approval of creative concepts expressed by the Artist. If neither the Client nor a person authorized by the Client is on site during a shoot, the Client shall not be permitted to reject the creative execution of services at a later time. In such a case, any new service provided shall be paid for separately.

8.

The Artist is the owner of all industrial property and proprietary rights and copyrights to all work samples provided, including, but not limited to, portfolios, photographs, analog and digital media, and drawings, etc. The samples provided by the Artist may not be reproduced or made accessible to any third party without prior written consent; all samples must be returned to the Artist. The Client does not have the right to retain the samples.

9.

The Artist's service fees covers only the agreed services and purposes as set forth in the contract. Any use of the Artist's working results prior to full payment of all fees and any incidental and third party expenses as contractually agreed upon, is not permitted.

Services rendered by the Artist within the scope of a layout or test shoot may only be used for layout or test purposes. Work produced at layout or test shoots may not be made accessible in whole or in part to any third party for reproduction, distribution, or publication (including any use by third parties) without the Artist's express consent. If the products are to be used for other purposes, the Artist shall receive separate compensation for the services rendered.

With respect to test shoots and layout shoots it is agreed as follows: If the Artist, who renders his/her services in connection with a test shoot (usage only for self promotion purposes), is paid no or low fees and the photographs et cetera produced during the test shoot shall however be used for other usage purposes, e.g. for layout purposes or in connection with an advertising campaign, the Artist shall be entitled to receive a further and reasonable fee. If the Artist, who renders his/her services in connection with a layout shoot, shall only be paid an adequate layout shoot fee and the photographs et cetera produced during the layout shoot shall however be used for other usage purposes, e.g. in connection with an advertising campaign, the Artist shall as well be entitled to receive a further and reasonable fee.

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The adequacy of the fee shall be subject to the reasonable Artist's fees taking into consideration the usage and the Client's proceeds of the sale.

10.

The Artist is not responsible for verifying copyrights for the use of props or obtaining such rights. This is the responsibility of the Client. Unless otherwise agreed upon, the Client does not possess the props provided as his or her own property.

11.

The Client's claims resulting from the transfer of rights to a third party shall already be assigned to the Artist in the amount of the fees agreed upon by the Artist and the Client plus any incidental and other costs incurred. The Client shall be entitled to collect claims assigned to the Artist from third parties in his or her name on account of the Artist. The Client shall pay collected amounts to the Artist within 7 (seven) days of receipt.

12.

The Client shall not be entitled to compensation by citing counterclaims that are disputed by the Artist or that are not legally determined final and absolute. Moreover, the Client shall not be entitled to relinquish or transfer any of his or her claims or rights against the Artist to any third party.

13.

Apart from possible claims for damages, illegal use, distribution or any other use not agreed upon shall result in infringement fees of 5 (five) times the amount of the fees agreed upon.

14.

In the case of firm bookings, the cancellation of the contract is not possible; i.e. the contract cannot be terminated by regular notice. Any annulment/cancellation of the contract needs the artist's prior consent as well as the full payment of the artist's service fees and all third party and incidental expenses incurred.

If the Artist is unable to render the Service ordered due to illness or other circumstances that the Artist cannot control, the Artist or his/her agency shall make every reasonable effort to find an adequate replacement. In such a case, neither the Artist nor his/her agency shall be liable for additional expenses or any damage that may occur.

15.

Upon rendering the services requested, the Artist shall be liable only for gross negligence or intent, with the exception of personal damage or injury to a third party or damage caused by the violation of a term essential to the contractual relationship. This shall also apply to any vicarious agents the Artist may hire.

16.

The Client shall assume the risk of accidental loss or damage as soon as the props or Work to be delivered are handed over to the person in charge of transportation. The Artist shall not be liable for any damage to props provided to him or her by the Client or by third parties during transportation or during the execution of the order unless the damage occurred due to gross negligence or intent on the part of the Artist or a vicarious agent hired by the Artist. The Client shall insure the props against theft, damage, loss, etc. Moreover, the Client shall purchase insurance for protection against personal and property damage. If the Work is lost due to circumstances beyond Artist's control, this shall not affect the Artist's claim to service fees. This shall also apply to cases in which the Artist transports the goods himself or herself.

17.

The Client must return the props provided to him or her immediately after use to the Artist or the person/company named by the Artist at the Client's own risk and expense. If the Client fails to comply, he or she shall be liable for any damage that may occur.

18.

The Artist cannot guarantee that the props that are chosen at a so-called „prop casting“ (i.e. the selection of the props needed) will actually be available on the scheduled day of production or during the scheduled period of production.

19.

The Client must file any complaints immediately while all services ordered are being rendered and must provide a comprehensive and detailed description of the defect and/or deficiency. Otherwise, all services provided by the Artist shall be deemed rendered in accordance with the contract with regard to obvious defects.

20.

When a Work, including test shoots and editorials, is used, the Artist shall be entitled to be mentioned as its author. In addition to the Artist, the agency representing him or her shall also be mentioned in connection with the Work. The Client shall ensure compliance with these terms in contracts into which the Client enters with any third party. Any failure to mention both the Client and the Agency shall result in a 100% surcharge on the agreed upon Artist's fees.

21.

All damages claimed by the Client from the Artist shall be subject to a limitation of 1 (one) year starting on the date specified by law. This shall not affect claims for damage caused by personal

injury or by a failure to fulfill contractual obligations due to gross negligence or intent. If the Artist has rented out or loaned out props, any damages claimed by the Client shall be subject to a limitation of 6 (six) months.

22.

The Artist is entitled to use Work which he or she produced in the scope of the rendered services (e.g. photographs, films, analog and digital media as well as prints and copies thereof) for self-marketing, including, but not limited to, mailings or publication on the Internet or for presenting as work samples.

23.

These terms and conditions may only be modified or amended in writing. If a provision of the contract or these terms and conditions becomes ineffective, the remaining provisions of the contract and these terms and conditions shall remain in full force and effect. Any ineffective provision shall be restated to reflect as nearly as possible the original intentions of the contractual parties. The same shall apply to cases in which loopholes of the contract and/or these terms and conditions need to be closed. The place of performance and the place of jurisdiction is the Artist's place of business unless otherwise required by law. The contract and these terms and conditions are governed by the laws of the Federal Republic of Germany. Any services rendered outside of the Federal Republic of Germany are also governed by German law. The terms and conditions of the United Nations Convention on Contracts for the International Sale of Goods signed on April 11, 1980 in Vienna, Austria do not apply.

24.

The German language version of these terms and conditions shall be the version used in the event any dispute arises hereunder. The English translation of these terms and conditions is for convenience only and shall not be used by the parties or any court when interpreting or construing these terms and conditions.

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Registry court: Amtsgericht Berlin Charlottenburg
Registration number: HRB 57498
VAT identification number according to § 27aUStG: DE 174469469